

POINT AND CLICK SOLUTIONS, INC.

SUBSCRIPTION AND SUPPORT AGREEMENT

This Subscription and Support Agreement, with Attachments incorporated herein and made a part hereof (collectively, the "Agreement"), by and between **Rancho Santiago Community College District** ("Client"), and Point and Click Solutions, Inc., a Massachusetts corporation ("PNC"), with its principal place of business located at 6 Lincoln Knoll Lane, Suite 101, Burlington, MA 01803, for the provision of subscription licenses, maintenance and support services for PNC's Software, which includes a Practice Management System ("PMS") and Electronic Health Record System ("EHR"), as more fully described herein as Subscription and Support Services ("Services"), shall commence upon the execution of this agreement by both parties or on January 1, 2021, whichever is later, (the "Effective Date"). The term of this Agreement shall continue in full force and effect thereafter until and including December 31, 2021 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

1. PNC agrees to provide the Support Services described in Attachment A (the "Services").
2. Client agrees to pay the fees and charges for the annual Services, described in Attachment B - Pricing Details.
3. Client agrees to the Terms and Conditions in Attachment C.
4. Attachment D - Hosted site SLA Addendum.



Signature
Point and Click Solutions Inc.

David Tan

Name

President/CEO

Title

11/18/2020

Date



Jesse Gonzalez (Dec 11, 2020 11:45 PST)

Signature
Client

Jesse Gonzalez

Name

Asst. Vice Chancellor -
Information Tech. Svcs.

Title

Dec 11, 2020

Date

Attachment A – Services

PNC will provide the following Subscription and Support services:

- **Subscriptions** - For all purchased annual subscription based products - such as annual maintenance subscriptions for purchased products; 3rd party subscriptions such as Medispan, Optum, and CelestHealth; PNC subscriptions for Web User Licenses and Patient Education Content Libraries.
- **7x24x365 Emergency Support** - Issues are reported via our toll free support line. Emergency support covers major system downtime that affects the clinic's basic operations. We attempt to respond to emergency support calls within 60 minutes, typical response times are less than 30 minutes. This is not a guaranteed response times, it is simply an estimate based on past statistics. There is also an emergency escalation process associated with this support to ensure that calls are not lost due to communication system failures or evacuations.
- **Routine Support** - Issues are reported via our web portal and assigned a tracking number. Routine support is categorized as support or enhancement request and prioritized. All support issues are tracked. Enhancement requests are collected and assessed when planning new releases.
- **Upgrades and Patches** - Patches and upgrades are available for all software the Client has licensed, assuming that Client is current with Service fees for those components.
- **Upgrade Assistance is included**
- **Access to additional Webinar Training is included**

Services does NOT include:

- **Interface Modifications and Additional Interfaces**
- **Custom Engineering, Custom Template Editing and Custom Reporting**
- **On-site Visits and Consulting Services**
- **Additional "one on one" meetings or "one on one" training**
- **Server Migrations:** Moving systems to a new server. This service is performed remotely and offered at a fixed price. It is not covered by standard support as it is an elective procedure that can be done as frequently as a site requires.

PNC will require the following items from the Client in order to successfully deliver support.

- **Points of Contact.** Client needs to identify points of contact at their site. This should be 2 to 4 staff depending on site size. All issues should be accumulated and reported via these Points of Contact. Individual users should not be reporting issues directly to PNC.
- **Emergency Procedures.** Client is responsible for being familiar with the standard (web portal) and emergency (800#) support reporting procedures.
- **Trained Users.** PNC trains staff and local trainers at a site. Client is responsible for ensuring that all of their Users are trained to a satisfactory level of competence with the software prior to using it.
- **Supported Releases.** PNC will not upgrade a site without approval. The Client is responsible for approving upgrade dates that are not disruptive to the site while not allowing the site to fall behind on releases. Service will only be provided on supported releases. PNC will only provide support services, for the two most recent releases of PNC software.

Local on-premise installations are also responsible for the following (hosted sites can disregard these):

- **Backups.** Client must make arrangements to ensure that all client data is backed up to offline storage on a regular basis. PNC is not responsible for providing backup services.
- **Secure reliable RDP based remote access.** Remote Desktop Protocol to the PNC servers is required in order for PNC to provide Services.

Attachment B Pricing Details

Recurring Costs for Santiago Canyon College (January 2021 - December 2021)

Item	Code w/o suffix	Yrly Qty	Yearly Hosted Subscription Cost	Yearly Hosted Subscription Total
Product Suffix Code	eg: USRMEDHY		HY	
Basic Product				
Hosted Single Tenancy PNC Server (Includes Hosted DB VM, Middleware VM, OS Licenses, MSSQL DB License, M&S, PncRegistration, PncSchedule, and PncChart)	STSrvr	1	\$9,900.00	\$9,900.00
SSO Authentication (if you also have Shibboleth for Portal)	SSOXTR	1	\$300.00	\$300.00
Medical Web User License	UsrMed	7	\$350.00	\$2,450.00
Counseling Web User License	UsrCBH	3	\$190.00	\$570.00
Optional Components				
Dispensary Module (not inc Inventory)	UDisp	6	\$200.00	\$1,200.00
OpenReport Standard Site License	SRStd	1	\$1,900.00	\$1,900.00
Text Messaging (10k to 20k)	TxtM2	1	\$600.00	\$600.00
Optional Web Portal Components				
Pt Portal Server	OCServ	1	\$1,000.00	\$1,000.00
Pt Portal Shibboleth Authentication	OCAuS	1	\$900.00	\$900.00
Pt Portal Web Appointments	OCAppt	1	\$1,200.00	\$1,200.00
Pt Portal Visit Questionnaires	OCVisQ	1	\$800.00	\$800.00
Pt Portal Immunization View	OCImVw	1	\$400.00	\$400.00
Pt Portal Secure Messaging	OCSMsg	1	\$1,200.00	\$1,200.00
iOS Apps (per device per year)				
PncCheckin	iOsCkn	1	\$490.00	\$490.00
PnCConsent	iOSCns	1	\$390.00	\$390.00

PnCCamera	iOSCam	1	\$290.00	\$290.00
Interfaces				
SIS Registration Interface (demographics or insurance)	IstuReg	1	\$1,900.00	\$1,900.00
Third Party Subscriptions				
Optum 360 Subscription (CPT+ICD+HCPCS) [AMA licenses by physician as of 2018]	3INGNX	1	\$120.00	\$120.00
Medispan Prescription Database	3MSPAN	1	\$400.00	\$400.00
DSM-5	3DSM5	3	\$65.00	\$195.00
DUO	3DUO	11	\$95.00	\$1,045.00
Zoom Interface Only (per User)	3ZoomF	11	\$59.00	\$649.00
Additional Hosting Items and Options				
100 GB storage (calculated by VM provisioned size)	S100G	3	\$500.00	\$1,500.00
Totals Prior to Discount				\$29,399.00
Discount Transaction Codes				
Incentive Discount	DisctC			-\$22,105.00
			Yrly Total	\$7,294.00

Recurring Costs for Santa Ana College January 2021 - December 2021

Item	Code w/o suffix	Yrly Qty	Yearly Hosted Subscription Cost	Yearly Hosted Subscription Total
Product Suffix Code	eg: USRMedHY		HY	
Basic Product				
Hosted Single Tenancy PNC Server (Includes Hosted DB VM, Middleware VM, OS Licenses, MSSQL DB License, M&S, PncRegistration, PncSchedule, and PncChart)	STSrvr	1	\$9,900.00	\$9,900.00
SSO Authentication (if you also have Shiboleth for Portal)	SSOXTR	1	\$300.00	\$300.00
Medical Web User License	UsrMed	9	\$350.00	\$3,150.00
Counseling Web User License	UsrCBH	3	\$190.00	\$570.00
Optional Components				
Dispensary Module (not inc Inventory)	UDisp	7	\$200.00	\$1,400.00
Inventory Dispensary User License (not inc dispensary)	UIDSP	7	\$100.00	\$700.00
Inventory Immunization User License	UIIMM	2	\$300.00	\$600.00
Inventory Medical Supplies User License	UIMed	2	\$50.00	\$100.00
Inventory General Supplies User License	UIGen	2	\$200.00	\$400.00
OpenReport Standard Site License	SRStd	1	\$1,900.00	\$1,900.00
Text Messaging (10k to 20k)	TxtM2	1	\$600.00	\$600.00
Optional Web Portal Components				
Pt Portal Server	OCServ	1	\$1,000.00	\$1,000.00
Pt Portal Shiboleth Authentication	OCAuS	1	\$900.00	\$900.00
Pt Portal Web Appointments	OCAppt	1	\$1,200.00	\$1,200.00
Pt Portal Visit Questionnaires	OCVisQ	1	\$800.00	\$800.00
Pt Portal Immunization View	OClmVw	1	\$400.00	\$400.00
Pt Portal Secure Messaging	OCSMsg	1	\$1,200.00	\$1,200.00

iOS Apps (per device per year)				
PncCheckin	iOsCkn	0	\$490.00	\$0.00
Interfaces				
SIS Registration Interface (demographics or insurance)	IstuReg	1	\$1,900.00	\$1,900.00
Third Party Subscriptions				
Optum 360 Subscription (CPT+ICD+HCPCS) [AMA licenses by physician as of 2018]	3INGNX	1	\$120.00	\$120.00
Medispan Prescription Database	3MSPAN	1	\$400.00	\$400.00
DSM-5	3DSM5	4	\$65.00	\$260.00
Zoom Interface Only (per User)	3ZoomF	12	\$59.00	\$708.00
Duo License (lower cost if you go direct to DUO - the margin only partially covers our administration cost)	3DUO	12	\$95.00	\$1,140.00
Additional Hosting Items and Options				
100 GB storage (calculated by VM provisioned size)	S100G	3	\$500.00	\$1,500.00
Totals Prior to Discount				\$31,148.00
Discount Transaction Codes				
Incentive Discount	DisctC			-\$22,559.00
Credit for Prepaid Support January-June 2021				-\$3,400.00
			Yrly Total	\$5,189.00

Attachment C

Subscription Maintenance and Support Terms and Conditions

1. SUBSCRIPTION AND SUPPORT

- a. **SUPPORT SERVICES.** PNC agrees to provide the Client with the support services described herein ("Support," as defined above). Support services will only be provided on supported releases. PNC will support the two most recent releases of each PNC product purchased or licensed by Client. Client must upgrade or allow PNC to upgrade the site to a supported release to continue receiving Support services.
- b. **SUBSCRIPTION LICENSES.** PNC agrees to provide the Client with Subscription Licenses described herein ("SUBSCRIPTION," as defined above)
- c. **FEES.** Client agrees to pay PNC the Service fees specified in Attachment B - Pricing Details.
- d. If Client licenses additional modules or access licenses after the Effective Date, they are added to this Agreement at the prevailing setup and subscription license prices upon mutual written agreement.
- e. **FAILURE TO MAKE PAYMENT.** PNC will invoice Client prior to the Service renewal date and payment will be due on or before the renewal date. If Client fails to make Service payments by the renewal date, it will be given a 4- week grace period, after which Service will be discontinued and renewal of Service will be at then-current Service rates. The processing delay associated with reactivating Service services can be as much as 2 weeks and no Service services will be provided until Service services have been paid for and reactivated.
- f. **PATCHES and UPGRADES.** PNC will provide Client with access to all patches and upgrades for the products Client has licensed and had covered as part of its Service fee. PNC will only provide this Service to Clients that are current with their Maintenance and Support Fees. Upgrades are installed by PNC.
- g. **ACCESS.** PNC will require remote access to the PNC server systems in order to provide support. Certain types of support issues cannot be resolved without remote access.

2. WARRANTY; LIABILITY; INDEMNIFICATION

- a. **WARRANTY DISCLAIMER.** OTHER THAN AS EXPRESSLY SET FORTH IN THE LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND PNC DOES NOT MAKE ANY WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CLIENT OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE, THE USER MANUALS, OR ANY OTHER GOODS OR SERVICES PROVIDED HEREUNDER, WHETHER ORAL OR WRITTEN, AND WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR USE OR PURPOSE, OR AGAINST INFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED AND DISCLAIMED.
- b. [intentionally removed]
- c. **INDEMNIFICATION.** To the extent permitted by law, each party shall indemnify and hold harmless the other party, its affiliates, and their officers, directors, agents, and employees from any loss, claim, or damage to person or property arising out of the indemnifying party's negligence, misconduct or breach of this Agreement, except to the extent caused by the intentional or negligent acts or omissions of the party seeking indemnification. This obligation to indemnify shall survive the termination of this Agreement. The foregoing indemnities are contingent upon the party seeking indemnification providing (i) prompt written notice to the indemnifying party of the claim or action for which indemnity is sought, (ii) full cooperation and reasonable assistance (at the indemnifying party's expense), and (iii) authorization (as needed) for the indemnifying party to defend and settle the claim, provided that the indemnifying party may not settle any claim in a manner that imposes material duties or restrictions on the indemnified party (other than ceasing use of any allegedly infringing materials) without its consent, which shall not be unreasonably withheld.

3. OWNERSHIP AND CONFIDENTIALITY

- a. **PROPERTY.** All Software updates and upgrades, Custom Software Modifications, written specifications and documentation, data on magnetic or optical disks, and any other items provided to Client under this Agreement, whether developed by PNC specifically for Client or otherwise, are and shall remain the property of PNC, who shall own any applicable intellectual property rights. It is agreed that all data and information furnished to PNC by the Client are to be regarded by the parties as confidential, remain the sole property of the Client, and shall be subject to Section 2.e below.

- b. DATA SAFEGUARDS AND CONFIDENTIALITY. PNC understands that in providing services to Client, PNC may have access to certain proprietary information, including all data submitted electronically or in writing by Client to PNC in connection with the services. PNC agrees to take all reasonable steps to observe and maintain the confidentiality of such information and to ensure that each of its employees, agents, and representatives assigned to provide Service shall be bound to observe and maintain the confidentiality of such information. To the extent PNC and its employees, agents, and representatives, have access to patient records, PNC and its employees, agents, and representatives shall observe and maintain patient confidentiality of records and related information to the extent required of them by applicable federal, state and local laws. PNC shall bear no responsibility for safeguarding information which is publicly available, ~~already in PNC's possession or known to it at the time of disclosure, or obtained by PNC from third parties.~~ This Agreement and its terms are confidential and will be maintained as such by both Client and PNC, unless otherwise required by applicable laws, a court or governmental agency of competent jurisdiction, and provided that either party may, as it deems appropriate, disclose the federal tax consequences and tax structure of the parties' agreement. The obligations of this paragraph shall survive the termination of this Agreement.



4. GENERAL

- a. TAXES. Client is responsible for reporting and payment of any and all State, County and Local sales and/or use taxes that may be levied and payable because of this transaction. PNC will not collect or remit sales and/or use taxes.
- b. ASSIGNMENT. This Agreement is not assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that PNC may assign all or any of its rights, obligations or privileges hereunder without the written consent of Client in connection with the sale or transfer of all or substantially all of the interests in or assets of PNC, or of the assets of the PNC business unit or division to which this Agreement pertains.
- c. SEVERABILITY. If any one or more of the provisions of the Agreement are held invalid, illegal, or unenforceable for any reason, this shall not affect the validity, legality, or enforceability of any other term or provision of the Agreement.
- d. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been duly given: (i) upon personal delivery by hand or by a nationally recognized overnight delivery service; or (ii) upon receipt (including electronically) if proof of actual receipt can be provided; or (iii) three days after mailing by U.S. certified mail, return receipt requested, addressed to the other party at the address set forth above or to such other address of which a party properly notifies the other.
- e. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform under this Agreement that is due to causes beyond its reasonable control.
- f. RELATIONSHIP. The parties' relationship is strictly contractual, shall not give rise to any fiduciary relationship, and shall remain at all times one of independent contractors; neither party nor its employees, consultants or representatives shall be considered employees, partners, joint venturers, agents or franchisees of the other; and neither has the authority to bind the other nor shall make any representations or commitments on behalf of the other, except as they may expressly agree.
- g. [intentionally removed]
- h. ENTIRE AGREEMENT. This writing expresses the parties' entire agreement concerning Service, superseding all prior agreements and understandings concerning the same subject matter, and there are no understandings or representations, expressed or implied, not specified herein.
- i. ACCESSIBILITY OF INFORMATION TECHNOLOGY. PNC hereby warrants that the systems and services to be provided under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. PNC agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. PNC further agrees to indemnify and hold harmless Client from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.
- j. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, Client reserves the right to conduct business electronically, unless otherwise communicated by Client to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- k. COMPLIANCE. PNC shall abide by all applicable federal, state and local laws, privacy laws, regulations and ordinances of the United States including but not limited to FERPA, FERPA Regulations, the

Graham-Leach-Bliley Act, the California Consumer Privacy Act, the General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standards ("PCI DSS"), the Health Insurance Portability and Accountability Act (HIPAA) and other laws, regulations and ordinances applicable to this Agreement.

- I. INFORMATION SECURITY. PNC must have an Information Security Program in compliance with the Graham-Leach-Bliley Act (GLBA) that follows the guidelines from the National Institute of Standards and Technology's (NIST) Special Publication (SP) 800-171, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security and protection of Personal Identifiable Information (PII). PNC shall implement administrative, physical and technical safeguards to protect client's PII data that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which client's data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

At a minimum, PNC's safeguards for the protection of client's data shall include: (i) limiting access of client's data to authorized employees/authorized persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating client's data from information of PNC or its other customers so that client's data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and providing appropriate privacy and information security training to PNC's employees.

During the term of each authorized employee's employment by PNC, PNC shall at all times cause such authorized employees to abide strictly by PNC's obligations under this agreement. PNC further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of client's data by any of PNC's officers, partners, principals, employees, agents or contractors. Upon the client's written request, PNC shall promptly identify for client in writing all authorized employees as of the date of such request.

Upon client's written request, PNC shall provide client with a network diagram that outlines PNC's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Agreement, including, without limitation: (i) connectivity to client and all third parties who may access PNC's network to the extent the network contains client's data; (ii) all network connections including remote access services and wireless connectivity; (iii) all access control devices (for example, firewall, packet filters, intrusion detection and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

PNC will maintain an information security incident management program to respond to security incidents. PNC will promptly provide notification to the client in the event that client's systems or data is known to have suffered an information security breach and PNC shall fully cooperate with client to prevent or stop such data breach. In the event of such data breach, PNC shall comply with applicable laws including, but not limited to, California data breach notification laws as defined in California Civil Code s. 1798.29 and California Civ. Code s. 1798.82 and shall take appropriate steps to remedy such data breach.

PNC will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities in its systems within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

m. INSURANCE

The Contractor shall, at its sole cost and expense, procure and maintain, for the duration of this Contract, and three years following termination, Cyber Risk Insurance, of not less than \$2,000,000 per claim.

Attachment D - Hosted Services SLA Addendum (for hosted sites only)

The following addendum only applies if this is a hosted service agreement, where PNC hosts the application and database servers for the Client.

Hosted Services Backups

PNC will backup hosted client production systems to a PNC DR Site. PNC maintains backup services with retention periods as described in the PNC Backup and Disaster Recovery Policy.

Hosted Services Availability

PNC shall provide hosted service availability twenty-four hours per day, seven (7) days per week (referred to as "24x7 Availability") EXCEPT during times of Service Maintenance.

PNC has a target Service Availability goal of 99.99% uptime except during scheduled Service Maintenance or upgrades.

PNC will provide Service Maintenance, which may cause disruptions in service. Whenever possible, PNC will always attempt to schedule Service Maintenance with several days advance notice and outside of regular clinic hours in order to minimize disruption to users.

PNC cannot assume responsibility and shall not be liable for any impacts on Hosted Service Availability caused by the clients network, the client interfaces, third party interfaces and third party systems outside on PNC's control.

Consideration for Disruptions of Service Availability

If there is a disruption of service caused by failure of systems under PNC's control, PNC will offer credits based on the following rules.

Any full outage that occurs in a given month during primary clinic business hours (not including extended hours) will accumulate a credit of 1% of the monthly fee per hour of business hours outage disruption up to a maximum for 15% of the month's fees for a given month. If the site has received any annual subscription discounts, the monthly component of the recurring discount is first deducted from any potential credit.

All SLA claims should be communicated to PNC within seven (7) days of the incident. The notice must include all relevant information, full description of the incident, and any logs (if applicable). All SLA credits will only be issued as credits against future monthly services.

In order to qualify for Service Credits, Customer must be current on all payment obligations, and not be in violation of the Terms of Service, Acceptable Use Policy or any other policies and procedures of this Agreement.

No Service Credits will be given for service interruptions: (i) caused by the action or failure to act by Customer , (ii) due to failure of any equipment or software provided by Customer, (iii) which are the result of scheduled maintenance, (iv) due to a force majeure event, (v) for which Customer is entitled to a SLA Credit for the same or contemporaneous Service Commitment failure or (vi) resulting from Customer's breach of the Terms of Service, Acceptable Use Policy or any other policies and procedures of this Agreement.

The hosting services are only part of the monthly subscription fees. Total cumulative SLA Credits during any given month shall not exceed 15% of the Customer monthly subscription fee for the Services affected.

Encryption

PNC will ensure all data at rest on PNC Servers and is encrypted and that all data in motion between PNC Servers and Client devices is encrypted.

Data Location

PNC will ensure that client data is not transferred to any data center or hosting location outside of the United States.

Patching

PNC will ensure that PNC servers are regularly patched and are maintained at recommended patch levels.

Vulnerability Scanning

PNC will ensure that PNC systems are scanned for vulnerabilities on a regular basis. PNC will also have an outside 3rd party organization perform an annual penetration test. The penetration can be delayed by up to 6 months in order to avoid client commitments and schedule conflicts.

AntiVirus

PNC will ensure that all necessary systems are protected with antivirus software.

Termination

If Client terminates hosting services with PNC, PNC will provide Client with Client data, using standard PNC export interfaces, at no cost. Custom non-standard export formats are also available and are created at the standard PNC hourly engineering rates. PNC will retain Client data for 90 days at no cost after termination and will delete data as soon as Client notifies PNC that the data has been safely copied. PNC shall destroy client's data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization"). To store data beyond 90 days after termination, requires a written request by Client and the payment of storage and hosting fees for at least one user.