

IT Services Agreement – Terms of Service

This IT services agreement ("Agreement") is between Integrity Computers, INC ("Integrity," "we," or "us") and the entity that accepts a Quote referencing this Agreement ("Client" or "you"):

Term of Agreement

This Agreement is effective on the date the Client accepts a Quote referencing this Agreement and will continue on a month-to-month basis until terminated by either party upon thirty (30) days' written notice.

Service Start Date

Recurring services under this Agreement will begin on the service start date identified in your approved Quote or as otherwise agreed in writing, including by email. If no service start date is specified, covered recurring services will begin when onboarding is complete and we notify you that covered services have commenced. Unless your approved Quote or written Agreement provides otherwise, recurring service billing will begin in the month onboarding starts and will be billed in full for that initial month.

Fees, Payments, and Price Changes

Monthly Billing: Service Agreement charges will be invoiced monthly, at or before the beginning of the month in which services are to be rendered. Invoices are due thirty (30) days from the invoice date. Services may be suspended if payment is not received within fifteen (15) days after the due date.

Billing Adjustments: Significant changes to the environment or additions to the services provided under this Agreement may result in prorated charges or updated monthly billing, which will be reflected on a future invoice.

Third-Party and Pass-Through Charges: Software licensing, hardware purchases, vendor support, warranties, maintenance renewals, and other third-party charges may be included in your monthly invoice or billed separately, depending on the applicable service, Quote, or billing arrangement. If billed separately, such charges will generally be invoiced by the end of the month in which they are incurred, or soon thereafter.

Price Changes: We reserve the right to change recurring service pricing, hourly rates, and other service-related fees upon at least sixty (60) days' prior notice.

Out-of-Scope Services: Any services falling outside the terms of this Agreement will be considered Project work and billed separately.

Coverage

Technology Support will be provided by us during our Business Hours, which are between 8:00 am - 5:00 pm Eastern Time, Monday through Friday, excluding observed holidays.

Service Requests

Requests for covered support must be submitted through our designated support channels, which include emailing support@icisupport.com, calling our main phone line at (704) 881-1553, or submitting a request through the Integrity tray icon. Requests submitted through other channels may still be addressed at our discretion but will not be subject to our Service Level Schedule unless we agree to convert the request into a service ticket on your behalf.

Observed Holidays

Our observed holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Black Friday, Christmas Eve, and Christmas Day, as observed by Integrity.

After-Hours Support

Unless your Service Agreement specifically covers after-hours support, any after-hours services performed outside of the hours of 8:00 am - 5:00 pm Eastern Time, Monday through Friday, excluding observed holidays, will be billed at our after-hours rate, which is calculated as 1.5 times our standard hourly rate, subject to a one (1) hour minimum charge for remote support and a two (2) hour minimum charge for onsite support. If after-hours support is required, it must be requested by calling 704-881-1553 and following the applicable prompts.

Unless your Service Agreement includes an after-hours support plan, all after-hours services and responses are offered on a best-effort basis, and the standard Service Level Schedule does not apply unless expressly stated in an applicable after-hours support plan. Any modified response expectations, coverage terms, or service levels for after-hours support will be governed by your approved Quote or applicable add-on.

Physical Location

Only location(s) identified and billed as a Managed Site on your approved Quote or recurring invoice are covered for onsite assistance. Onsite service requests for equipment located elsewhere will be billed at normal project rates.

New Equipment Purchases

New IT equipment, including firewalls, switches, workstations, servers, peripherals, and other infrastructure components, should be purchased through us to help ensure compatibility, performance, and alignment with your business operations. Any new equipment added to the environment must be onboarded by us before it becomes part of the supported environment under this Agreement. If equipment is purchased through us via an approved Integrity Quote, the Quote will include the applicable onboarding labor unless otherwise stated. If equipment is purchased elsewhere, onboarding will be billed at our current non-contract hourly rate unless otherwise quoted in advance. Once onboarding is complete and the equipment has been accepted into the supported environment, ongoing support for that equipment will be covered under this Agreement.

Labor related to the processing of manufacturers' warranties for hardware purchased through Integrity is covered under your service agreement. Warranty claims for equipment not purchased through us are not included under this Agreement, but we may assist with warranty coordination at our current hourly rate. We will Quote any new equipment purchased through us so you may approve the purchase before ordering.

Illegal or Unsupported Hardware or Software

Under no circumstances will we assist you with the installation or maintenance of software that is illegally obtained or incorrectly licensed. These issues will be brought to your immediate attention, and a plan for resolution will be created. Costs of resolving these issues will not be covered under this service Agreement.

Periodically, there may be systems or applications where maintenance contracts have expired or vendors have declared the product EOL (End of Life) and will no longer support them. In these circumstances, legacy systems may require expertise from external specialists or may be completely unsupported. In these circumstances, we will work with you to determine the correct path forward.

Specifically Excluded Services

There are some IT-adjacent services that we do not provide, including cabling work, programming services, and website design. We can help connect you with specialized vendors as needed.

Onboarding: Onboarding of new equipment is out of scope for monthly covered support and will be billed separately. Onboarding may include, as applicable, installation, configuration, documentation, agent deployment, monitoring setup, patching and security configuration, testing, data migration, troubleshooting issues arising from the change, and acceptance into the supported environment. Equipment will not be considered covered under this Agreement until onboarding is complete.

Unsupported or Unmanaged Devices: Support for devices or systems that are not part of the supported environment, including devices that have not been onboarded by us, is out of scope under this Agreement unless otherwise agreed in writing.

Project Work: Project work is billed separately and will be quoted in advance or billed hourly, depending on the nature and scope of the work. Examples of Project work include litigation or legal discovery labor, including document/email discovery and forensic work; new hardware or software installation, including servers, workstations, and applications; migrations; significant changes to the environment; services made necessary by acts of God, building modifications, power failures, or other adverse environmental conditions; repairs made necessary by modifications to equipment or software not performed by us, including changes made by your employees or third parties; repairs made necessary by illegal activity; training services of any kind; and office moves.

If a project is delayed or stalled due to Client decision, lack of engagement, or failure to provide required approvals, information, access, or other Client-side dependencies, and sixty (60) days

have passed from the approved project implementation date, Integrity reserves the right to re-scope and re-quote the project before resuming work.

Services Included

Under this Agreement, we cover support only on devices that have been onboarded by us as part of the supported environment. For purposes of this Agreement, “onboarded” means a device has been reviewed by us, brought under our management and support systems, and accepted into the supported environment. Services included under this Agreement will be determined by the services and optional add-ons identified in your approved Quote. Backup, restore, disaster recovery, and data retention services are included only to the extent expressly identified in your approved Quote or applicable add-on.

Individual services are described in our Service Catalog. Any material changes to the Service Catalog will be communicated. We reserve the right to make non-material changes to the Service Catalog as needed, provided such changes do not materially reduce the covered services included in your approved Quote.

Service Levels and Priority Classification

Integrity maintains a separate Service Level Schedule that outlines the service levels applicable to covered support under this Agreement. The Service Level Schedule includes priority-based handling of support requests, including Critical, High, and Medium priority levels, along with any other priority classifications set forth in the Service Level Schedule, so that the most impactful issues receive appropriate resources and responsiveness. Each approved Quote for covered support incorporates the then-current Service Level Schedule by reference, and a copy of the Service Level Schedule will be provided with your Quote or other service documentation.

Unless expressly stated otherwise, service levels apply only to covered support services provided under this Agreement and your approved Quote. Integrity may update the Service Level Schedule from time to time. Any material change will be communicated in advance and will apply prospectively.

Minimum Security, Hardware, and Operational Standards

In accordance with accepted industry guidelines and cybersecurity compliance frameworks, we require the following minimum security, hardware, and operational standards. These standards are intended to help maintain a supportable, stable, and secure environment. If these standards are not met, your organization may be exposed to increased security and operational risk, and services required to remediate issues arising from those conditions will be billed at our current hourly rate. We extend a three-month grace period from the beginning of the service start date to rectify known issues. Devices that do not meet our Minimum Security, Hardware, and Operational Standards may require remediation before they can be onboarded or accepted into the supported environment.

- Multi-factor Authentication is required for all email and identity user accounts, including Microsoft 365 and Google Workspace accounts. (Possible exceptions may be requested for service accounts based on the need).
- No end users shall have Active Directory domain admin access rights or Microsoft 365 admin rights on their individual account. Administration must be done through accounts specifically designed and used for administration.
- All computers & servers in the environment must be running supported operating systems, be fully patched, monitored, and running our provided security software (including EDR / Antivirus). If this isn't possible, then these machines need to be in a special network that is segmented from the rest of the production network.
- All workstations will have a “Professional” operating system running on business-class hardware, with solid-state drives (SSD), Intel Core i5 or better processor, a minimum of 16GB of Memory (RAM), and be less than five (5) years old. Exceptions may be made for device age up to 7 years old based on need.

Services made necessary due to failure to meet these minimum standards, including security incidents or hardware failures, will be billed at our current hourly rate.

Confidentiality

Any monitored device may be accessed by us as necessary to provide support. Screenshots, files, event logs, and similar information may be transferred from your systems to our systems as reasonably necessary to support, diagnose, or repair problems. We will not use or disclose your confidential information except as necessary to provide the contracted services or as required by law, and we will take reasonable measures to protect it from unauthorized use or disclosure. All employees must sign a confidentiality agreement and pass drug and background screening as a condition of employment with Integrity.

Order of Precedence

If there is any inconsistency between the Master Services Agreement, these Terms of Service, the Service Level Schedule, and any approved Quote or applicable add-on, the following order will apply: first, the approved Quote or applicable add-on for the applicable services; second, the Service Level Schedule; third, these Terms of Service; and fourth, the Master Services Agreement, unless a document expressly states otherwise.