By this IT services agreement ("Agreement"), Integrity Computers, INC and the client identified as ("Client") agree as follows:

### **Term of Agreement**

This Agreement with Integrity Computers, INC, a North Carolina Corporation, hereinafter referred to as Integrity Computers, INC, is effective upon the date signed, shall remain in force for a period of one year. This agreement automatically renews for a one year period until terminated by either party. Any party may cancel this agreement at any time with a 30 day written notice.

### **Pricing Changes**

Integrity reserves the right to change pricing at any time with a 60-day notice.

# Fees, Payments, and Price Changes

Service agreement charges will be invoiced on a monthly basis. Services will be invoiced at the beginning of the month that the service is rendered. All Invoices are due 30 days following invoice date. Services may be suspended if payment is not received within 15 days following date due. Significant changes to the environment or additions to the services provided under this agreement will be reflected immediately in your monthly billing. Costs related to software licensing, hardware purchases, support contracts, or third-party support charges will be invoiced at the end of the month that they are charged.

It is understood that any and all Services that fall outside of the terms of this Agreement will be considered Projects, and will be billed as separate services.

# Coverage

Technology Support will be provided by Integrity Computers, INC between the hours of 8:00 am - 5:00 pm EST Monday through Friday, excluding public holidays.

# **Physical Location**

Only the address listed on this agreement shall be covered for onsite assistance. Onsite service requests for equipment that is physically located at another site will be billed at normal project rates.

### **New Equipment Purchases**

New IT equipment (firewalls, switches, workstations, servers, etc) should be purchased through Integrity Computers, Inc. Equipment purchased elsewhere may not work in your environment.

- Installation of customer provided equipment will be billed at our current hourly rate unless we are not able to procure the required equipment for you.
  - Integrity will quote any new equipment to allow you to approve these types of purchases before ordering.
- Support for hardware-related issues (including contacting and working with a vendor to handle warranty service) for client procured equipment will be billed at our current non-contract hourly rate.
  - An exception will be made for any equipment that was pre-existing in the environment before you accepted this agreement assuming said equipment matches our minimum standards as set forth below.

# Service Outside Normal Working Hours

Unless your service agreement covers after-hours support, any after-hours services performed outside of the hours of 7:30 am - 5:00 pm EST Monday through Friday, excluding public holidays, will be billed at our normal after-hours rate (Minimum charges may apply). Unless your service agreement includes an after-hours support plan, all after-hours responses are offered as "best effort" and our normal SLO's do not apply.

If after-hours support is required, it MUST be logged via a phone call to 704-881-1553 and selection option 9. This emergency mailbox is monitored after hours.

# Illegal or Unsupported Hardware or Software

Under no circumstances will Integrity Computers, INC assist client with installation or maintenance of software that is illegally obtained or incorrectly licensed. These issues should be brought to the immediate attention of the client, and a plan for resolution 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 EOL'ed (End of Life) their products - and no longer support them. In these circumstances, there may be few options for Integrity Computers, INC to follow in order to resolve these problems. Servicing legacy systems may require expertise from external specialists - or may be completely unsupportable. In these circumstances, we will work with client in order to determine the correct path forward.

# **Specifically Excluded Services**

Service we do not provide: Cabling work, Programming services - including web design. We can connect you with vendors as needed.

Project work (billable separately): Document/email discovery for litigation purposes, new server setups, migrations, or significant changes to the environment, Service made necessary due to acts of God, building modifications, power failures or other adverse environmental conditions or factors, repair made necessary by the modification of equipment other than that by Integrity Computers, INC, including alterations or software installations of equipment by client's employees, repairs made necessary due to illegal activity, training services of any kind, forensic work, data recovery efforts (where no IntegrityBackup service is present), and office moves.

### **Services Included**

Services included under this agreement will be determined by the service agreement level quoted: IntegrityCare Essentials or IntegrityCare 360, as well as optional add-ons selected. Individual services are described under "Service Catalog". Any material changes to the service catalog will be communicated. Integrity Computers reserves the right to make non-material changes to the services catalog as required.

# Service Level Objectives & Priority Levels

The following table shows our service level objectives and target response times for each priority level and provides priority level examples.

PRIORITY	DESCRIPTION / EXAMPLES	TARGET RESPONSE TIMES
Critical	All/majority of users are unable to workOne of your Network Switches has failed and stopped half the company from working.Your Main Server is offline and all users are unable to work.	1 Hour
<b>I</b> Igh	One user is completely down.   Your CEO's computer has stopped working   Your main Accounting Software has stopped working	2 Hours
Medium	One or some users are unable to do a portion of their work One of the main printers is not working, but users can print to another one	

	A user is having problems connecting to the Wireless network	4 Hours
	Minor impact to workflow	
Standard	A single user is unable to scan / printing is slow	8 Hours
	A user needs a program installed on their PC	
	Pro-Active maintenance of systems	
No		N/A
Priority		

### Service Level Objectives Exclusion List

Our target response times do not apply to:

- Additions, moves or changes to users, devices, configurations, or network
- Issues logged in any other method besides a service ticket to our service team
- Issues logged outside Our Business Hours (without an afterhours support plan)
- Items caused by Hardware or Software not meeting our Minimum Standards
- Service Requests for issues that have been caused by you not acting on advice or recommendations given by Integrity Computers
- Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- Service Requests for Issues involving the sourcing of hardware/software
- Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

### **Minimum Security/Hardware Standards**

In accordance with accepted industry guidelines and cyber security compliance frameworks, Integrity requires the following minimum-security standards. Without these in place, not only are you leaving your organization exposed to security risks, but, also, Integrity will be unable to cover the costs of remediation of issues that arise due to failing to meet minimum standards. Integrity extends a three-month grace period from the beginning of the service start date to rectify known issues.

- Multi-factor Authentication on all Office 365 user accounts. (Possible exceptions for service accounts or accounts that users do not have credentials for)
- No end users shall have Active Directory domain admin access rights OR Microsoft 365 admin rights on their personal account. Administration will be done through accounts specifically designed and used for administration.
- All PC's & servers in the environment will run supported operating systems, be fully patched, monitored and run Integrity provided antivirus software. 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 professional operating systems running on business class hardware, with solid state drives, i5 or better processor, a minimum of 8GB of RAM, and be less than seven years old.

Services made necessary (including security incidents or hardware failures) because these minimum standards are not in place, will be billed at our current hourly rate.

# Confidentiality

Any monitored device may be accessed by Integrity Computers, INC in order to provide support. Screenshots, files, event logs, etc may be transferred from client's systems to Integrity Computers, INC's systems in order to efficiently support, diagnose, or repair problems. Integrity Computers, INC will not use or disclose Client information, except as necessary to provide the contracted services, and will protect against its unauthorized use. All employees must sign a confidentiality agreement, as well as pass drug and background screening in order to be eligible for employment by Integrity Computers, INC.