Endeavor IT Terms and Conditions

MSP Terms and Conditions

Section 1: Service Agreement Terms and Termination

The signing party (hereinafter referred to as the "CLIENT") has engaged with Endeavor IT ("EIT") for IT services. The recurring monthly support provided in this IT Service Agreement is for the initial term of three (3) years. The term of this Service Agreement starts on the first day of the month following acceptance of the Service Agreement. After the initial term, the Service Agreement will auto-renew for an additional initial term unless either party provides a 90-day written notice of termination.

CLIENT may exercise the right to terminate this Agreement at any time by providing a 90-day written notice to EIT. A written notice of 90 days before the end of the contract term is required; otherwise, the contract will automatically renew. In the event of termination, CLIENT shall remain responsible for the payment of all third-party subscription costs that cannot be terminated, including monthly recurring fees for the transition period and any additional requested services outside the scope of this agreement. The continuation of services beyond the initial term or in the event of requested termination shall be billed monthly to allow the CLIENT and EIT sufficient time to transition to another service provider and facilitate the return of all data, information, and documentation to the CLIENT.

Section 1a: Onboarding, Initial CLIENT Support, and Contract True-Up

Onboarding is defined as the “installation” of services and software by EIT to items listed on the contract in order that EIT can adequately service CLIENT to meet their expectations. Onboarding will begin as soon as agreed upon by both CLIENT and EIT and in a manner that does not interfere with either company’s day-to-day operations. Both parties will make every effort to ensure a swift, adequate, and thorough onboarding experience to achieve success for both parties, with a goal to complete the onboarding process within 30 days of contract signing.

EIT may, if CLIENT requests, begin providing services and software to CLIENT prior to the completion of the onboarding process. If this occurs, EIT reserves the right to invoice CLIENT appropriately for those support services provided during onboarding and consider this an extension of the original contract period.

Any anomalies that occur during onboarding that prohibit the timely completion of the onboarding process will be reviewed in a timely manner with the CLIENT to determine the effect of the anomaly and the subsequent additional potential cost to the CLIENT.

Onboarding is considered completed when all items on the contract are available for support by EIT. Any items requested by CLIENT to be omitted from the contract are the sole responsibility of CLIENT. Additionally, any incidents or issues caused by equipment NOT covered by this contract are the sole responsibility of CLIENT and may incur additional costs if EIT assists in the remediation of those issues.

Within 30 days after the onboarding of CLIENT is complete, a contract true-up will take place, and a corresponding 60-day review amendment will be created. The purpose of the true-up is to confirm that both CLIENT and EIT agree to all counts (users, workstations, laptops, servers, and any other covered items). Any variations in the counts by either party will be agreed upon, and the contractual monthly amount will be adjusted per the agreed-upon covered item count.

Section 2: Payment Schedule

Monthly recurring fee invoicing to CLIENT occurs monthly (subject to final credit approval), and said invoices become due and payable on the first day of each month. Failure to pay service fees may result in the termination of services rendered. EIT will notify CLIENT a minimum of 30 days in advance of any intended termination of services.

CLIENT understands that all services requested and approved by CLIENT that are outside this Agreement's scope will be considered Projects and, as such, will be quoted and billed separately. An initial setup fee may apply to begin a proposed Project. EIT retains the right to issue invoices to the CLIENT at different points throughout the duration of a Project. Additionally, any user or device that is not listed in this contract on the date of acceptance will be considered an addition to the contract and will result in an increase in fees for the CLIENT.

CLIENT understands that any applicable federal, state, and local taxes are added to each invoice for services or materials rendered under this Agreement. CLIENT shall pay any such taxes unless CLIENT provides a valid exemption certificate to EIT for the state of use.

For recurring products based on a per-unit charge, CLIENT agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit.

Section 3: Applicable Coverage

The Remote Support Team of CLIENT's IT networks will be provided to CLIENT by EIT through remote means between the hours of 8:00 am – 5:00 pm EST Monday through Friday, excluding recognized holidays, as listed below. Automated Network Monitoring

Services are provided 24/7/365. All services qualifying under these conditions, as well as services that fall outside this scope, are applicable to the provisions of Table A.

Support and Escalation

EIT will respond to CLIENT's service tickets under the provisions of Table B and with best effort after hours or on holidays. Service tickets must be opened via our customized portal, by emailing help@endeavorit.com, or by phone if the Internet is unavailable. Each service ticket will be assigned a unique tracking number. Our escalation process is detailed in Table B, which is provided herein.

Service Outside Normal Working Hours

Services performed outside of the hours of 8:00 am – 5:00 pm EST Monday through Friday, excluding the following holidays, shall be subject to the provisions of Table A:

- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Actual Liability Limitations

In no event shall EIT be held liable for indirect, special, incidental, or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs that are outside the control of EIT or its suppliers. EIT or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic, or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data, or

other pecuniary loss) that are outside the control of EIT or its suppliers arising out of this Agreement.

Service Operations Disclaimer

CLIENT grants EIT authorization to view any data within the regular routine of the repair or system improvement. CLIENT also authorizes EIT to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

Section 4: Additional Services

Support for Hardware and Software

EIT shall provide support for all hardware and software systems specified in Table A, provided that all software is genuine, currently licensed, and vendor-supported. Should any hardware or systems fail to meet these provisions, they may be excluded from this Service Agreement. Should third-party vendor support charges be required to resolve any issues, these will be passed on to the CLIENT after first receiving the CLIENT's authorization to incur them.

Monitoring Services Provided Under This Agreement

EIT will provide ongoing monitoring and security services of all critical devices as indicated in Table A. EIT will provide monthly reports as well as document critical alerts, scans, and event resolutions to CLIENT. If a problem is discovered during monitoring, EIT shall make every attempt to rectify the condition in a timely manner through remote means.

Section 5: Existing Environment Suitability Requirements

Minimum Equipment Standards for Suitability

For CLIENT's existing environment to qualify for Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows operating systems must be running a version supported by Microsoft Corporation and have all the latest and applicable Microsoft Service Packs and Critical Updates always installed during the Service Agreement term.
2. All desktop PCs and notebooks/laptops with Microsoft Windows operating systems must run a Windows operating system supported by Microsoft Corporation and have all the latest and applicable Microsoft Service Packs and Critical Updates installed during the Service Agreement term.

3. All Server and desktop software, whether operating system or installed application, must be genuine, always licensed, and vendor-supported during the Service Agreement term.
4. The environment must have a currently licensed, up-to-date, vendor-supported, and EIT-approved Antivirus/Antimalware software solution protecting all servers, desktops, notebooks/laptops, and email always during the Service Agreement term.
5. The network environment must have a currently licensed, vendor-supported backup solution approved by EIT that takes regular snapshots and automates offsite storage of those files. The backup solution must always be able to be monitored and send notifications on job failures and successes during the Service Agreement term.
6. The environment must have a currently licensed, vendor-supported, and EIT-approved hardware or software firewall between the internal network and the Internet always during the Service Agreement term.
7. All wireless data traffic in the environment must always be securely encrypted during the Service Agreement term.
8. All existing network-attached equipment must be no more than five (5) years old unless the equipment is covered under an active warranty. If the equipment is more than five (5) years old or is not possible to be replaced, said equipment must always be supported by another third-party provider during the Service Agreement term.
9. All lines of business software or specialty applications not specifically provided by EIT must be currently licensed, up-to-date, and always have a vendor-supported maintenance contract in place during the Service Agreement term.
10. Existing equipment to be covered will be listed in Table A.

Any part of CLIENT's existing environment that is out of compliance for the minimum equipment standards for suitability will not be covered under this agreement. Once the non-compliant part of CLIENT's existing environment meets the minimum equipment standards for suitability, it will automatically be added to and covered by this agreement.

Dealing with Chronically Failing Equipment

Experience has shown that equipment belonging to CLIENT, which has initially passed minimum equipment standards for suitability, can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur,

while rare, the CLIENT agrees to work constructively and positively with EIT to replace the equipment at an additional cost through EIT.

Section 6: Services Not Included Under Agreement

1. The cost of any software, licensing, software renewal, or upgrade fees of any kind not specifically listed in Table A.
2. The cost of any third-party Vendor or Manufacturer's Support or Incident Fees of any kind.
3. The cost to bring CLIENT's environment up to minimum standards required for Services provided under this Proposal.
4. EIT shall not be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises during this contract unless specifically outlined in an approved disaster recovery or business continuity plan.
5. Service and repair made necessary by the alteration or modification of equipment other than that authorized by EIT, including alterations, software installations or modifications of equipment made by CLIENT's employees or anyone other than EIT.
6. Maintenance or licensing fees of Line of Business Applications, software packages, whether acquired from EIT or any other source.
7. Programming (modification of software code) and program (software) maintenance.
8. Training Services of any kind.
9. Replacement parts for devices covered under this agreement, however, labor required for repair of the above devices is covered under this agreement.
10. Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered under this agreement.

Section 7: Co-Managed Models

Client and EIT Responsibilities

Provider Responsibilities

EIT agrees to monitor, manage, and support the CLIENT'S IT infrastructure as outlined in the attached Service Level Agreement (SLA). This includes, but is not limited to, system monitoring, scheduled maintenance, and incident response for agreed-upon devices and systems.

Client Responsibilities

The CLIENT retains responsibility for their internal IT operations and agrees to collaborate with EIT to ensure seamless service delivery. Any failure by the CLIENT to maintain internal IT systems or failure to cooperate with EIT may impact the effectiveness of the Co-Managed services and limit EIT's liability.

Co-Managed Infrastructure

Scope of Services

EIT will deliver workstation, server, and infrastructure maintenance based on the devices outlined in the agreements Statement of Work (SOW). Any device, server, or application not included in the agreement will not be supported under this model.

Support Services Exclusion

Support services for devices, servers, and applications specified in the agreement are not included in this model. Any additional support requests will be billed separately at the rates outlined below.

Business Hours Support

Normal business hours are Monday through Friday, 8:00 AM ET to 5:00 PM ET. During these hours, support services related to agreed-upon infrastructure are covered under the terms of the agreement.

Emergency After-Hours Support

Emergency after-hours support is available at a discounted rate of $195 per hour, with a minimum billing of two (2) hours. This rate includes a $45 surcharge.

On-Site/Remote Support

On-site or remote support, when required, will be billed at a discounted rate of $150 per hour, with a minimum billing of two (2) hours. This rate applies only as part of the Managed Services Provider (MSP) agreement.

Co-Managed Cybersecurity

Scope of Cybersecurity Services

EIT will deliver cybersecurity toolsets and management of those tools that were provided in the Scope of Work (SOW) as part of the Co-Managed Model. These services will be billed separately from other support services.

Business Hours Cybersecurity Support

During normal business hours (8:00 AM ET to 5:00 PM ET), cybersecurity toolset support is included. Infrastructure, Server and Device and End User Support Desk services are not included in this model.

Emergency After-Hours Cybersecurity Support

Emergency after-hours cybersecurity support will be provided at the discounted rate of $195 per hour, with a minimum billing of two (2) hours, including a $45 surcharge.

On-Site/Remote Cybersecurity Support

For on-site or remote cybersecurity-related support, the rate is $150 per hour with a two (2) hour minimum. This rate applies as part of the MSP agreement.

Section 8: Use of Data & Equipment, Data Ownership, Confidentiality of Service and Data Privacy

Use of Data & Equipment

Under this agreement, EIT will be granted permission to access and use CLIENT's property – including data, equipment, software, and intellectual property such as CLIENT's name and logo, trademark, and/or other copyrighted material – only as required to perform and provide the services provided under this agreement and for no other reason. EIT will always adhere to CLIENT's data privacy and confidentiality policies and not use the equipment or data for any other use or purpose.

EIT and its agents may use CLIENT information as necessary to or consistent with providing the contracted services and will use best efforts to protect against unauthorized use under industry standards and within the data security and privacy policy of EIT and CLIENT. This agreement requires EIT and CLIENT to have an active and in-force Mutual Non-Disclosure Agreement with CLIENT throughout the duration of this agreement.

Data Ownership

All data, records, and reports, as well as intellectual property such as name and logo, trademark, and/or other copyrighted material, will remain owned by the CLIENT and will not be transferred at any time to EIT. All data, records, reports, and other information

developed or created for CLIENT under this agreement will remain the property of CLIENT and will be returned to CLIENT at the conclusion of this agreement.

Service Provider Provided Software and Licensing Ownership

Software licensing, software agents, hardware products, and managed services products – such as device monitoring agents, antivirus agents, Software as a Service (SaaS) licensing, Hardware as a Service (HaaS) products, and the like –are provided as part of this agreement will remain the property of EIT.

To fulfill EIT's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by EIT and not released to CLIENT or other third parties without the consent of CLIENT Technology Director or Chief Executive Officer of CLIENT or a CLIENT representative assigned by CLIENT.

Upon the mutual agreement of EIT and CLIENT's representative, including payment of all sums due to EIT, passwords and other administrative codes will be released to CLIENT or others at CLIENT's written direction within one business day.

Microsoft Licensing

CLIENT must accept the Microsoft Customer Agreement to add Endeavor IT as a license reseller before licensing can be purchased. The Microsoft CLIENT Agreement adds Endeavor IT as a partner of record and provides the required permissions within the CLIENT's Microsoft 365 tenant for Endeavor IT to purchase licensing on your behalf. Acceptance of the quote provides permission for Endeavor IT to complete these actions on the CLIENT's behalf should they request it. In this instance, the CLIENT agrees to provide the required credentials and accepts any risk related to the completion of this task.

Section 9: Inclusion of Due Diligence Package Provisions for Regulated Institutions and Organizations

CLIENT organizations or institutions that require regulatory oversight or examination will be provided an updated Due Diligence package annually from EIT. Under this agreement, and if your organization requires this Due Diligence package, the provisions located in the Due Diligence package, including, but not limited to, Insurance coverage, Privacy, Information Security, etc., will be in effect throughout this agreement. The Due Diligence package is provided in a separate attachment and will be provided to the Chief Information Security Officer, Chief Compliance Officer, or Officer of CLIENT.

Section 10: Jurisdiction and Venue of Enforcement

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana. It constitutes the entire Agreement between CLIENT and EIT for monitoring/maintenance/service of all equipment listed in "Table A." This agreement can only be modified by a written Addendum signed by both parties.

If any collection action, litigated or otherwise, is necessary to enforce the terms of this agreement, EIT shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Dispute Resolution

CLIENT shall provide EIT written notice within 90 days of obtaining knowledge of the occurrence of any claim or cause of action that CLIENT believes that it has, or may seek to allege, against EIT. CLIENT and EIT will use reasonable and best efforts to resolve any dispute hereunder through good-faith negotiations and resolution by the personnel directly involved in the dispute, and such personnel shall be required to identify and explore all possible mechanisms and procedures to resolve matters at this level. Such efforts shall include the referral of any remaining issues in dispute to a higher authority within each party's organization for an acceptable resolution. Any such dispute that cannot be resolved within the organizational level shall be submitted to an arbitrator selected by mutual agreement of the parties. Except as otherwise provided herein or as the parties to the dispute may otherwise agree, such arbitration will be conducted in accordance with the then-existing rules of the American Arbitration Association. The decision of the arbitrator or arbitrators, or of a majority thereof made in writing will be final and binding upon the parties hereto as to the questions submitted, and the parties will abide by and comply with such decision; provided, however, the arbitrator or arbitrators shall not be empowered to award punitive damages. Unless the decision of the arbitrator or arbitrators provides for a different allocation of costs and expenses determined by the arbitrators to be equitable under the circumstances, the prevailing party or parties in any arbitration will be entitled to recover all reasonable fees (including but not limited to attorney's fees) and expenses incurred by it or them in connection with such arbitration from the non-prevailing party or parties. While in dispute or arbitration, critical services (services that affect the fundamental requirements of the business of CLIENT) will continue in good faith as to not affect CLIENT's business functions or credibility.

Default

The occurrence of any one of the following events shall constitute an Event of Default:

- EIT does not receive payment from CLIENT for services provided to CLIENT under this Agreement for more than three consecutive payment cycles. An occasional late or missed payment by CLIENT does not automatically constitute a breach of contract.
- Services provided and Service Level Agreements (SLA) defined in this agreement are consistently or repeatedly not being provided or maintained on a consistent basis and may be considered a breach of contract. An occasional missed SLA due to various circumstances or service outages caused by third-party service providers may not be considered a breach of contract.

EIT is not responsible for failure to render services due to circumstances beyond its control, including, but not limited to, acts of God.

Indemnification

CLIENT will defend the Provider Parties, at CLIENT's expense, against any third-party claim or action and indemnify and hold harmless the Provider Parties from any and all losses, damages, liabilities, penalties, settlement obligations, costs, attorneys' fees and other legal expenses related to such third-party claim or action arising from or related to: (a) CLIENT's breach of this Agreement or an agreement between CLIENT and a third party; (b) CLIENT's violation, infringement or misappropriation of the third party's intellectual property or other rights in CLIENT's use of the Services; (c) CLIENT's violation of the third party's privacy, publicity, personality or other rights; (d) CLIENT's fraud in use of the Services or fraud or misrepresentation regarding the nature or volume of CLIENT's traffic; (e) CLIENT's violation of an applicable law; (f) bodily injury, death or property damage to the extent such claim or action arises from the negligence, gross negligence or willful misconduct of CLIENT or in the case where strict liability applies; (g) CLIENT's business, acts or omissions; or (h) acts or omissions by Users that, if done by CLIENT, would constitute a breach of this Agreement. CLIENT will not settle any claim or action without Provider's prior written consent. Provider will have the option, at its expense, to participate in the defense or settlement of the claim or action with counsel of its own choosing. If a conflict of interests arises or exists between the parties or if Provider has a good faith belief that its rights are being harmed by the counsel selected by CLIENT, Provider will have the right to retain separate counsel to represent its interests at CLIENT's sole cost and expense.

Section 11: Acceptance of Terms and Conditions

The signed Service Agreement covers those services and equipment listed in Tables A & B, or as modified with an addendum, which may result in an adjustment to CLIENT's monthly charges.

If the CLIENT wishes to acquire additional equipment or services and wants EIT to provide service, prior written approval from EIT is required.

The undersigned, for value received and hereafter evaluated, hereby unconditionally guarantee(s) to Endeavor IT, full payment of all sums due and owing, pursuant to the terms indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Table A

Workstation & User Support Team Services	**Frequency**	**Included**
8AM – 5PM Live remote technical support, M-F, excluding Holidays	As needed	Yes
8AM – 5PM onsite support, M-F excluding Holidays	As needed	No
Anti-virus updates	Ongoing	Yes
Spyware scan and removal	Ongoing	Yes
Patch management	Ongoing	Yes
Temporary file deletions	As Needed	Yes
Labor on covered workstations	As needed	Yes
Servers	**Frequency**	**Included**
Manage and Monitor Covered Servers	Ongoing	Yes
Keep service packs current as per company policy	Ongoing	Yes
Monitor event logs	As Needed	Yes
Monitor hard drive free space on server	Ongoing	Yes
User/mailbox management	Ongoing	Yes
Monitor and Maintain Active Directory	Ongoing	Yes

Reboot servers if needed.	Ongoing	Yes
Server maintenance	As needed	Yes
Install supported software patches.	As needed	Yes
Backup Monitoring	As needed	Yes
Support on Server(s) if covered by the Manufacturer's Warranty	As needed	Yes
Managed Detection and Response for Workstations and Servers	As needed	Yes
Devices	**Frequency**	**Included**
Manage network printers	As needed	Yes
Manage other networked devices if covered	Ongoing	Yes
Manage smartphones/tablets	As needed	Yes
Excluded Devices	**(Item and exclusion)**	
Existing printer(s)	Support only. No parts or repair	
Existing fax machine(s)	Support only. No parts or repair	
Telephone System(s)	Support only. No parts or repair	
Mobile Device(s)	Support only. No parts or repair	
Networks	**Frequency**	**Included**
Check covered routers, switches, and firewall logs	As needed	Yes
Security	**Frequency**	**Included**
Permissions and file system management	Ongoing	Yes
Set up new users, passwords, security, applications	As needed	Yes

Set up and change security for users and covered applications	As needed	Yes
Website content filtering management	Ongoing	Yes
Email spam protection management	Ongoing	Yes
Monitor for unusual activity among users	As Needed	Yes
Office 365/Google G Suite & Other Cloud-Based Apps (As Purchased)	**Frequency**	**Included**
Monitor Cloud Service Status and availability	Ongoing	Optional
Set up and maintain original users and groups in included applications	As needed	Optional
Cloud backup monitoring (if implemented)	Ongoing	Optional

Table B

Response and Resolution Times

Trouble	Priority	Response Time	Escalation Threshold
Service not available (all users and functions unavailable)	1	Within 15 Min	1 hour
Significant degradation of service (large number of users or business critical functions affected)	2	Within 30 Min	4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Within 30 Min	24 hours
Small service degradation (business process can continue, one user affected)	4	Within 1 Hour	48 hours

Support Tier Descriptions

Client Service Rep

All support incidents begin with your Client Service Representative (CSR), who creates the initial trouble ticket. The issue is identified and clearly documented; basic hardware/software troubleshooting is initiated.

Help Desk Group
Help Desk associates are considered Tier I and Tier II technical support and will attempt to resolve system issues as appropriate. Help Desk typically will escalate items that cannot be resolved within one active hour.

Engineering Group Support
Incidents that the Help Desk cannot resolve are escalated to the Engineering Group, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

Quality Control
Endeavor IT recognizes the need for solid quality control and will monitor processes as they are executed. In the event an issue is identified, it will be escalated more rapidly to the appropriate resource.

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