



Service Schedule

Managed IT Services and Hourly IT Services

- 1 **Applicability:** This Service Schedule is applicable only to Customer Orders for Managed Information Technology Services ("Managed IT Services") or Hourly Information Technology Services ("Hourly IT Services") and is included in the Agreement by reference.
- 2 **Definitions:** The following terms have the following meanings as set forth below:
 - 2.1 "After Hours" means any time other than business Hours
 - 2.2 "Billable Time" means time spent by Integrattechs while engaged in providing services to Customer. Billable Time is classified by Work Type for billing purposes. Billable Time is subject to various hourly rates, minimum quantities and billing increments which vary by Work Type.
 - 2.3 "Business Days" means weekdays (Monday through Friday) which are not holidays. Integrattechs observes all US Federal holidays. When a holiday falls on a weekend, it is typically observed the following Monday.
 - 2.4 "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time on Business Days.
 - 2.5 "Peripheral" means a device which is physically connected to the computer. Peripherals may include keyboard, mouse, scanner, local printers (network printers and shared printers are not peripherals), speakers, microphone, camera, external hard drive or PDA.
 - 2.6 "Server" means a computer of any type which is primarily accessed over a network connection of any type, or any computer which provides simultaneous access to shared resources on a network. A computer running file sharing, print sharing, database software or any other service designed for use by multiple simultaneous users who are not physically present at that computer is considered a Server, regardless of the operating system installed on that machine or its other uses, even if it is also used as a Workstation.
 - 2.7 "Service Desk Hours" means 8:00 a.m. to 5:00 p.m. on Business Days.
 - 2.8 "Work Type" means the classification of the work being performed for billing purposes. The Work Types are set forth in the Rates section of this agreement.
 - 2.9 "Workstation" means a desktop or laptop computer or a thin client of any type which is used by one user simultaneously. Typically Workstations are accessed by a user who is physically present at the computer. However, Workstations can also be accessed remotely so long as no more than one user at a time is ever accessing the Workstation or data located on the Workstation. Any computer which is classified as a Server is not considered a Workstation. Standard desktop operating systems include Windows, Linux and Mac operating systems which are designed primarily for use by one user at a time.
- 3 **Staffing:** Following acceptance of the Service Order, a consultant will be assigned as the primary consultant responsible for fulfilling Integrattechs' duties under the Agreement. If questions or concerns arise regarding our services, billing, staffing or other aspects of our service, Customer should contact the primary consultant. Customer may request a new primary consultant at any time.
 - 3.1 From time to time two or more technicians may simultaneously provide service to Customer or may work simultaneously on the same request for Customer. Although this may seem to result in duplication of effort, in instances where we utilize this practice we do so because we believe that it will result in a better outcome and is ultimately more economical.
- 4 **Service Request Lifecycle:** The majority of Integrattechs' Services are provided to Customer at Customer's request ("Service Request"). Customer may make In order to ensure that Service Requests are handled as efficiently as possible, and to provide metrics for measuring and reporting on the effectiveness of its people, Integrattechs follows a pattern
 - 4.1 Customer may initiate a Service Request by contacting Integrattechs' Service Desk or Customer's primary consultant. The Service Desk may be contacted by telephone, email or online. Email requests should be sent to support@integrattechs.com. Online requests may be created at <http://www.integrattechs.com/support/>. Telephone requests should be made during Service Desk Hours by calling the Integrattechs phone number and selecting the appropriate option on the auto-attendant menu.
 - 4.2 Once Integrattechs receives a Service Request, Integrattechs shall acknowledge receipt of the Service Request and shall open a Service Ticket for tracking and reporting purposes. Customer shall receive Service Request acknowledgment in like manner as the Service Request was submitted to Integrattechs. If the Service Request is submitted to Integrattechs through email, Integrattechs shall acknowledge the Service Request via email. If the Service Request is submitted online, Customer shall receive confirmation of the Service Request online. If the Service Request is submitted via telephone, Customer shall receive confirmation of the Service Request on the Telephone.
 - 4.3 After the Service Request has been received and Acknowledged by Integrattechs, one or more consultants will be assigned to provide the requested Service to Customer. The Consultants will then provide Service to the Customer, until such time as Customer's Service Request has been completed or until such time as Customer Cancels the Service Request. Depending on the nature and urgency of the Service Request, service may begin immediately or may be scheduled for a later time. If parts or Products are required, work on the Service Request may be suspended for a period of time until the parts or Products are available to complete the Service Request. Integrattechs shall endeavor to communicate to the best of its ability the anticipated time of completion of the Service Request, any anticipated or unforeseen delays, potential impact of Service Request on Customer and any other issues pertinent to the Service Request which become known to Integrattechs prior to or during the completion of Service Request. Integrattechs may not always be able to communicate all details to Customer, and Customer agrees that Integrattechs shall use its best judgment in all cases where communication is not possible in endeavoring to provide the most favorable outcome possible to Customer related to the Service Request.
 - 4.4 After the Service Request has been Completed or Canceled, Integrattechs will close the Service Ticket associated with the Service Request. At that time Integrattechs generally sends an email to Customer informing customer that the Service Request has been completed. Customer may at any time inquire with the Service Desk as to the status of the Service Request.
- 5 **Managed IT Services:** Managed IT Services are designed to provide predictable Information Technology support costs to customers on a per device basis. Managed IT Services include allowances for certain numbers of hours in certain types of work to be performed for

each Customer device which Integrattechs manages.

- 5.1 Integrattechs anticipates that Customer desires to have Integrattechs manage all of the devices on Customer's network ("Full Network Management"). In the event that Customer does not desire to have Integrattechs manage all of the devices on Customer's network ("Partial Network Management"), Customer is responsible for completing a Managed Device Schedule which shall be attached to and included in the Agreement and which sets forth the devices which shall be managed. If Customer does not complete a Managed Device Schedule, Customer shall receive Full Network Management services.
- 5.2 The Service Order for Managed IT Services specifies the initial quantities for devices to be Managed by Integrattechs. The quantities specified on the Service Order may change from time to time subject to the following constraints:
 - 5.2.1 Customer may add a new device to Customer's network at any time. In the event that a device is added to Customer's network, the quantity of devices shall automatically be increased to include the new device.
 - 5.2.2 Customer may remove a device from Customer's network at any time. Regardless of how many devices are removed from Customer's network, the total number of devices for billing purposes shall not be reduced below the initial quantity of devices as set forth on the Service Order.
 - 5.2.3 In the regular course of providing services, or as part of routine audits, Integrattechs may discover devices which were not previously included in Customer's monthly billing. In the event that any new device is discovered on Customer's network at any time, the quantity of devices shall automatically be increased to include the new device as if it had been added to the network.
 - 5.2.4 In the regular course of providing services, or as part of routine audits, Integrattechs may discover devices which were removed from the network but which have not previously been removed from Customer's monthly billing. In the event that any removed device is discovered, the quantity of devices shall automatically be adjusted as though the device had been removed from the network.
 - 5.2.5 All adjustments to quantities of network devices shall be prospective. No retroactive billing shall be performed and no retroactive credits shall be offered for any errors or omissions related to device counts for billing purposes.
 - 5.2.6 If Customer utilizes Partial Network Management services, Customer must request all additions and removals in writing by updating the Managed Device Schedule. None of the foregoing device count adjustments shall be made automatically.
- 5.3 For customers receiving Partial Network Management services, the Managed Device Schedule shall set forth the entire list of devices which Integrattechs shall manage for Customer as part of the Managed IT Services. Any work performed on any device not listed on the Managed Device Schedule shall be considered Hourly IT Services. In the event that Customer desires to add, change or remove any device from the Managed Device Schedule, Customer shall do so by providing an updated Manged Device Schedule to Integrattechs. Additions to the Managed Device Schedule may be made at any time. Changes and removals from the Manged Device Schedule may be made on a quarterly basis.
- 5.4 Managed IT Services are designed to provide virtually unlimited support. However, in order to avoid abuse, a maximum number of hours which can be used each month as an average per device is set forth herein (the "Maximum Hours"). Any hours above the Maximum Hours are not included in the Managed IT Service and are billed as Hourly IT Services. Hours above the Maximum Hours are determined by comparing the average hours used per device for each Managed IT Service. For example, if a customer has ten workstations, nine of which use one hour in a given month and one of which uses ten hours, the average number of hours used per machine is 1.9, well below the 4 hour maximum for Workstation Management. Hours above the Maximum Hours may be carried forward into future months at Customer's request but may not be applied against historical months.
- 5.5 The following table sets forth the Managed IT Services, the included device types, the included Work Types, and the maximum number of hours which may be applied in a given month on a per device basis.

<i>Managed IT Service</i>	<i>Included Devices</i>	<i>Included Work Types</i>	<i>Maximum Hours</i>
Workstation Management	Desktop Computers, Laptop Computers	Desktop Support	4.0
Server Management	Server Computers, Storage Area Networks	Server Support	16.0
Virtual Machine Management	Virtual Machine on a Physical Machine	Desktop Support, Server Support	4.0
Firewall Management	Hardware Firewall Device, Intrusion Detection System, VPN Endpoint	General Support	8.0
Switch / AP / Bridge / Router Management	Managed Switch, Access Point, Bridge, Router	General Support	0.5
Printer Management	Printer	General Support	2.0
Smart Phone Management	PDA Phones,	Phone Support	0.5

- 5.6 Work designated as Client Programming is not included in any Managed IT Service.
- 5.7 Client Research, Client Correspondence and Travel are included in all Managed IT Services.
- 6 **Hourly IT Services:** Any Billable Time which is not included in a Managed IT Service is billed hourly according to the schedule set forth in the Rates section.
- 6.1 The rates and minimum billing increments for Billable Time vary by Work Type and by whether the service is provided at Customer Location or from Integrattechs' Service Center.
- 7 **Rates:** Unless otherwise specified on the Service Order, the following Rates apply to Billable Time which is billed to Customer. Rates vary by service type and time of service. The Rates for service are the same whether service is provided to Customer at Customer location ("On-Site") or from an Integrattechs Service Center ("Remote").

<i>Work Type</i>	<i>Description</i>	<i>On-Site Minimum</i>	<i>Remote Minimum</i>	<i>Increment</i>	<i>Hourly Rate</i>
------------------	--------------------	------------------------	-----------------------	------------------	--------------------

General Support	Work that does not fit into any other Work Type	60 min.	15 min.	15 min.	\$99.95
Desktop Support	Work on a desktop computer	60 min.	15 min.	15 min.	\$84.95
Server Support	Work on a server computer	60 min.	15 min.	15 min.	\$114.95
Phone Support	Work on a smart phone or IP phone	60 min.	15 min.	15 min.	\$99.95
Travel	Time spent traveling to or from work location	5 min.	n/a	5 min.	\$42.45
Client Programming	Work on design or programming for Customer	60 min.	15 min.	15 min.	\$99.95
Client Research	Time spent researching for Customer	60 min.	15 min.	15 min.	\$99.95
Client	Time spent corresponding with customer	n/a		5 min.	
Correspondence			5 min.		\$99.95

- 8 **Expenses and Products:** In the ordinary course of providing Service to Customer, Integratechs may be required or requested to provide Products or to incur Billable Expenses.
- 8.1 In the ordinary course of providing Service to Customer, Integratechs may be requested to provide computer hardware, software, peripherals, cables, supplies or other products (collectively "Products") to Customer. Integratechs maintains a small inventory of many common Products in order to promptly provide most Products to Customer upon request. Integratechs tries to obtain the best price possible from vendors, to buy in volume when possible and to establish vendor relationships which keep costs low. However, Integratechs does not and can not guarantee to have the lowest available price for any of the Products that it provides to Customer. Customer is not required to purchase Products from Integratechs and may at any time use any third party vendor that it chooses in order to source Products.
- 8.2 In the ordinary course of providing Service to Customer, Integratechs may be required or requested to incur expenses on behalf of Customer which are not provided for in the Agreement. Such expenses may include by way of example but not limitation such items as parts, supplies, materials, parking, tolls, equipment rental, tools, travel, lodging, meals, etc. (collectively "Billable Expenses"). Integratechs reserves the right to add up to 20% markup to Billable Expenses to cover its overhead associated with Billable Expenses.
- 8.3 When travel is necessary to any work location (the "Customer Location") that is more than 100 miles away from the nearest Integratechs Service Center, all costs associated with travel to Customer Location are Billable Expenses. Common travel costs include transportation, lodging and meals. Integratechs uses commercially reasonable efforts to ensure that travel arrangements are made in an affordable manner. However, Integratechs cannot guarantee pricing or availability of travel. At Customer's option, Customer may provide travel arrangements for Integratechs' engineers traveling to Customer Location. However, all travel arrangements made by Customer must first be approved by Integratechs, including approval of the manner schedule of transportation, quality and location of accommodations, etc.
- 8.4 Although Integratechs may provide estimates for Expenses or Products to Customer, these estimates are subject to unforeseen circumstances and are by their nature inexact. Integratechs shall not be bound by any estimate which is not part of the Agreement.
- 8.5 Billable Expenses and Products are billed to customer from time to time and may appear on a separate invoice from regular monthly billing or may appear on the same Invoice. Integratechs shall endeavor to clearly identify all Billable Expenses or Products on the invoice and to provide details regarding the Billable Expense or Products to Customer including when the Billable Expense was incurred or Product was requested, for billable expenses which Integratechs employee incurred the expense and the purpose of the Billable Expense or Product.
- 9 **General Terms:** Customer agrees that it will not require Integratechs to service any hardware, install any software or provide any service related to Products for which Customer does not have a valid, legal license. This includes, but is not limited to pirated or copied software, black market hardware, stolen Products, etc.
- 10 **Service Level Guarantees:** Integratechs will endeavor to provide the very best service possible to Customer. The guarantees and remedies set forth in this section are designed to provide Customer with reasonable expectations against which it may measure Integratechs performance. The guarantees set forth in this section ("Service Guarantees") shall apply to each Service Request individually. For any Service Request for which any of the Service Guarantees is not met, for any reason other than Force Majeure, the the Service Request shall be considered a "Service Failure" and the applicable remedies shall be available to Customer.
- 10.1 **Response Time** – Integratechs guarantees that Service Requests received during Service Desk Hours will be acknowledged within thirty (30) minutes of receipt. Integratechs guarantees that Service Requests received at any time other than during Service Desk Hours will be acknowledged within 30 minutes of the beginning of the next regular Service Desk Hours. Integratechs employees are typically available After Hours for emergencies, disruptive maintenance and to provide support when needed; however, Integratechs does not guarantee After Hours availability or response time. Integratechs guarantees that the a qualified technician shall be assigned to the Service Request within thirty (30) minutes of Integratechs' acknowledgment of the Service Request. The assigned technician shall utilize his or her judgment to prioritize, schedule and complete work on the Service Request. Most routine Service Requests are performed immediately. Some Service Requests are scheduled. Because each Service Request is different, it is impossible for Integratechs to guarantee resolution within a specific period of time. However, Integratechs does guarantee that it will make commercially reasonable efforts to ensure that each Service Request is completed as promptly as possible.
- 10.2 **Dispatch** – Integratechs guarantees that when dispatch is required to Customer's Location, a technician will be available for dispatch to Customer Location within 1 hour of determination that dispatch is required. If the dispatch requirement is not urgent, or if parts are required, the dispatch will often be scheduled for a later time. When dispatch to Customer Location is scheduled, Integratechs Guarantees that the technician shall arrive no later than 15 minutes after the scheduled time.
- 10.3 **Completion** – Integratechs guarantees that it will notify Customer of completion of each Service Request within two hours of completion of the Service Request. In the event that Customer is unreachable for any reason, an attempt to notify Customer shall be considered sufficient notification of completion.
- 11 **Credits for Service Failures:** In the event that a Service Failure Occurs, and it is determined that Customer is eligible for a credit,

Customer shall be entitled to a credit to compensate for the Service Failure.

- 11.1 For any Service Request for which services were billed on an hourly basis to Customer, if the Performance Guarantee is not met for a Service Request, the Customer shall receive a credit equal to the amount billed for the Service Request.
- 11.2 For any Service Request which is billed on a monthly basis as part of a management service or other service which includes services which are not billed hourly, Customer shall receive a prorated credit for the applicable line item on Customer's monthly invoice. For example, if Customer were billed \$100 per month for unlimited Service Requests related to a desktop computer, and one of the four Service Requests for that computer was determined to be a Service Failure, Customer would be entitled to a \$25 credit for the Service Failure.
- 11.3 In order to receive a credit, Customer must not have any past due invoices on Customer's account. Customer must request the credit from Integratechs. Customer credit requests for credits associated with Service Failures shall be handled according to the rules of Invoice Disputes as set forth in the MSA. However, all credit requests must be made within 5 business days of receipt of Invoice. In the event that Customer does not request a credit within 5 business days of receipt of Invoice, Customer shall waive its rights to a credit for the Service Failure.
- 11.4 Total credits under this Service Level Guarantee in connection with any number of Service Failures in any calendar month are limited to the total Invoiced to Customer for the affected Service for the month in which the Service Failure occurs.
- 11.5 **Chronic Service Failures:** If more than twenty percent (20%) of the Service Requests are determined in any calendar month to be classified as Service Failures, the Service Failures collectively shall be known as a "Chronic Service Failure". In the event that a Chronic Service Failure occurs, and the Chronic Service Failure is not caused by Force Majeure, Customer shall have the right to Cancel the Agreement, pursuant to the rules for Cancellation as set forth in the MSA, with no Termination Liability.