

ARTIFICIAL INTELLIGENCE (AI) SERVICES AGREEMENT

Effective Date May 9, 2025

This Artificial Intelligence (“AI”) Services Agreement (hereinafter referred to as the “Agreement”) is between JPtheGeek LLC (“We”, “Us”, “Our”), a Indiana Limited Liability Company with a principal address of 156 S Park Blvd, Greenwood, IN 46143 and our client (collectively referred to as the “Parties,” “Both Parties,” or “Each Party”).

The Parties’ Master Services Agreement (“MSA”), which is currently in force and effective, is incorporated as if fully set forth herein.

ARTICLE 1 – GENERAL

Applicability. The terms of this Agreement apply to all work that You or We perform pursuant to the parties’ then-current Master Services Agreement (“MSA”) while using any type of AI-software, -tool, -function or -program (collectively, “AI Tool”), including any AI-based work related to any software, products, services, properties and assets provided to You by Us or procured by Us on Your behalf (collectively, Your “IT Network”).

ARTICLE 2 – TERM AND TERMINATION

Term and Termination. This Agreement begins when a Statement of Work is signed by both parties (“Effective Date”) and will remain in effect for as long as the is in effect until the Parties agree to terminate this Agreement by mutual consent or a period of 24 months after services have been fully rendered.

ARTICLE 3 – SERVICES AND SERVICE ORDERS

Scope of Services. Beginning on the signed date of the Statement of Work, We agree to undertake and provide the AI Services described in the Statement of Work, and as specified in any Service Orders or Service Requests issued by You and approved by Us (collectively, the “AI Services” or “AI Services Plan”), at the fees and rates set forth in the Statement of Work. While We will always make reasonable efforts to provide support and troubleshoot issues as requested, Our obligations, response times and resolution time frames, if any, apply only to the AI Services listed in the Statement of Work, and only to those components of Your IT Network that are part of Our Standard Technology Suite and which meet Our Minimum Technology Requirements, as outlined in the Client Handbook, the MSA, and/or effective Statements of Work if you are a managed services client.

Requesting Services. The process for lodging AI service requests follow the standard support processes as outlined in the Client Handbook. Our Guaranteed Response Times only apply if the appropriate channels and procedures set forth in the Handbook are followed. When requesting a service for AI Tools, You acknowledge that You are solely responsible for the completeness and accuracy of all information provided to Us. Each Ticket, Quote, Service Request and/or Service Order is subject to and incorporates the provisions of this Agreement.

Exclusions. By using our AI Services, You acknowledge and agree that the AI Services provided by Us do not cover, and We have no liability or obligation with respect to: a) any issues caused by Your use of any AI Tool in a way that is not recommended; b)

issues resulting from unauthorized changes made to the configuration or setup of Your IT Network; c) issues caused by Your actions or those of Your employees, representatives, or contractors that have prevented or hindered Us in performing required and recommended maintenance upgrades or other Services (whether AI Services or otherwise); d) issues resulting from work performed by You or any of Your contractors other than Us on Your IT Network (“Excluded Services”). Under no event will We be liable for any claims, losses, damages or expenses relating to issues arising out of such Excluded Services; and any tasks to be performed by Us which relate to such Excluded Services must be requested pursuant to a properly executed Service Order regarding same and will be charged at our Rates specified in **Appendix II of the Master Service Agreement**. Work relating to issues arising out of Excluded Services is not covered under any AI Services Plan or a Managed Service Plan.

Assignment and Outside Contractors. We may engage such persons, corporations or other entities as We reasonably deem necessary for the purpose of performing AI Services under this Agreement, including any Third Party Vendors (as that term is defined in the MSA); provided, however, that We shall remain responsible for the performance of all such AI Services and shall be considered to engage with any third party persons, corporations or other entities on Our own behalf.

Service Limitations. You acknowledge that the AI Services provided may reasonably involve trial and error from time to time, and that information technology is a science applied often in novel or unknown circumstances and involving experiment. In particular, You acknowledge that while We will make what We consider (in Our absolute discretion) to be all reasonable endeavours to provide appropriate tests, troubleshooting, sound advice and good recommendations in order to assist You, the AI Services may involve tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure a problem You are having.

ARTICLE 4 – LICENSES & INDEMNIFICATION

Licenses and Indemnity. If installation is requested at any time under this Agreement, we will not install unlicensed AI Tools. Each AI Tool that is purchased and/or installed shall be accompanied by a valid license agreement. You are solely responsible for the retention of the license documentation. We will provide You with all licenses and warranty information provided by third party suppliers of all software purchased by Us on Your behalf. Unless expressly agreed upon by Us in writing otherwise, it is at all times exclusively Your duty and responsibility to adhere to all licensing rules applicable to any AI Tools on Your IT Network, and to store all licenses for all software used by You, so that that they can be reproduced if and when required. This includes all AI Tools installed by Us.

Breach or Unauthorized Use. You agree to indemnify and hold Us and each of Our members, shareholders, successors, assigns, directors, officers, employees, agents and subcontractors (the “Released Parties”) harmless from and against any and all liabilities, claims, causes of action, lawsuits and/or demands of whatever kind or nature, either in law or equity, including all direct, indirect, incidental, special or consequential damages (including without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use client or any third party incurs), as well as any and all other claims, whether in an action in contract, warranty, tort (including without limitation, negligence), or strict liability, which arise out of or are in any way related, directly or indirectly, to a) any unauthorized AI Tool use by You or your employees, directors and officers, agents, representatives and contractors, b) any breach of any AI software license in respect of any AI Tool provided to Us by You to be installed on one or more of Your computers or equipment, c) otherwise as a result of Us installing any AI Tool at Your direction and supplied by You where You are not authorised to use the AI Tool, or d) any problem, defect or malfunction associated with any AI Tool (or related services) supplied by third parties.

Vulnerability During Implementation. Both Parties understand that the AI Tools and AI Services are not fully operational, and protection of Your IT Network is incomplete, until Onboarding and Implementation is finished and all hardware and software solutions are fully implemented and deployed. You understand that the IT Network will be vulnerable to cybersecurity risks during both the initial Onboarding and Implementation phase, as well as during subsequent phases of procurement, installation and deployment of new hardware, software or other security measures being added to Your AI Tools during the Commitment Term (“Implementation Period”). By engaging Our AI Services, You agree that we are not liable for any claims, suits, causes of action, liabilities, losses, costs, expenses and damages, including indirect or incidental damages and attorney fees, arising out

of or relating to any cybersecurity breach or other incident occurring during any Implementation Period. Such cybersecurity breach or incident may include, but is not limited to any data breach (including but not limited to incidents involving theft of information), privacy violations, damage to or destruction of electronic information, virus or ransomware attack, alteration of electronic information, intentional and/or unintentional release of private information, cyber attacks on data held by you or any vendors or other third parties, cyber attacks including breaches of your network (that occur anywhere in the world), lost income due to network and business interruption, cyber extortion and fraud, and any fines, fees and penalties related to any such incidents.

Release and Indemnification. Subject to the limitations set forth in this Agreement, including the Limited Warranty and Limitation of Liability articles above, each Party (“Indemnifying Party”) agrees to release, indemnify, defend and hold harmless the other Party, its directors, officers, employees, and agents, successors and assigns (“Indemnified Party”), from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, sustained in any action commenced by any third party in connection with the Indemnifying Party’s performance of, or failure to perform, its obligations and duties under this Agreement, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that We are not obligated to indemnify You, and You shall defend and indemnify Us hereunder, for any claims by any third party, including any clients and/or customers of You, arising from services provided by You that use, incorporate or otherwise involve any of the AI Services being provided by Us hereunder, including but not limited to (a) the violation of any applicable law by the You or Your clients and/or customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of Your clients and/or customers; (c) termination or suspension of any type of services of You or Your clients and/or customers due to a Client Default; or (d) claims by any third party, including without limitation Your clients and/or customers, arising out of or related to the use or misuse of any AI Service. You further agree to release, indemnify, defend and hold Us harmless from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, arising out of or relating to Your IT Network, commenced or alleged to be sustained by any party, after the completion of Offboarding. In all claims for Indemnity under this paragraph, the Indemnifying Party’s obligation shall be calculated on a comparative basis of fault and responsibility. Neither party shall be obligated to indemnify the other in any manner whatsoever for claims, losses, expenses, or damages resulting from the other party’s own negligence.

Indemnification Procedures. The Indemnified Party shall follow the procedures for notification of the need for indemnification as outlined in the parties’ MSA.

ARTICLE 5 – YOUR RESPONSIBILITIES

Client Handbook and IT Policy Manual. By signing this Agreement, You agree to read and abide by the processes, procedures and policies outlined in the Client Handbook and the IT Policy Manual. These can be found at <https://jpthegeek.com/legal>.

Using Products and Services Only as Intended. You agree and understand that Our or Your use of any AI Tool is probabilistic and not deterministic. There may be errors by the AI Tool that are unknown or undiscoverable to Us. In order for Us to be able to provide the AI Services in a timely and effective manner, You agree to use Your IT Network and all components thereof only as intended and advised by Us.

Updates, Communication and Timely Notification of Issues. You agree to notify Us of any issues or problems with any AI Tool or your IT Network or any component thereof in a timely manner, so that We can maximize Our chances to address problems and issues before they escalate and get out of hand. You further agree to keep Us informed about potential changes to Your IT Network and maintain good and prompt communication with Us at all times.

Lodging of AI Service Requests. In order for Us to provide You with the agreed Service, You agree to follow Our process for lodging of AI Service Requests as outlined in this Agreement, the Client Handbook, the IT Policy Manual or other similar document which We may issue from time to time regarding Our policies, procedures and processes.

Access to Systems, Sites and People. In order to provide You with the agreed Services, You agree to give Us access to Your IT Network, as well as Your personnel, sites, and other items as and when requested by Us for the purposes of maintenance, updates and fault prevention. You agree to allow Us to install software on Your Equipment that allows Our technicians to access, monitor and/or make changes to Your systems at any time. Among other things, this type of software will allow Us to view system statuses, send and receive monitoring information, see users' desktops and control Your PCs. If the performance of Our work requires that You leave devices powered on overnight or weekends, You agree to do so upon Our request.

Third Party Authorizations. At times We may need to contact Your third party providers on Your behalf, such as Your internet provider. Some of these providers may require Your authorization to deal with Us on Your behalf. It is Your responsibility to ensure that We are able to deal freely with these providers. A sample letter to providers is attached to this Agreement in order to assist with the timely obtaining of all required authorizations.

Limitation of Liability. By signing this Agreement, You acknowledge and agree that We shall not be liable for any loss, damage, injury, claim, expense or liability resulting from Your failure to follow the above requirements of this Article.

Client Insurance Requirement. In addition to the Insurance provisions of Our MSA, and as a condition of entering into this AI Services Agreement, you agree to procure and maintain first-party insurance that covers all AI Tool use or AI Services provided by Us to You, from a reputable insurance broker, in commercially reasonable amounts, providing coverage for any claims, of any kind whatsoever, that arise out of, relate to, or regard Our provision of the AI Services hereunder.

You agree that neither You nor Your insurers and/or any other person or entity acting or claiming by, through, under or on Your behalf, shall have any claim, right of action, or right of subrogation against Us for or based upon any loss, claim or damage. You acknowledge that this is a waiver of Your and Your insurers' right of subrogation against Us, and agree that all insurance policies required to be maintained by You under this Agreement shall include a clause stating that the insurer waives all rights of recovery, under subrogation or otherwise, against Us. To the fullest extent permitted by law and notwithstanding any provisions of this Agreement to the contrary, You hereby waive any rights of recovery against Us for injury or loss to the extent covered by any insurance carried by You or which would have been covered had You carried the insurance required to be carried by You under this Agreement. All deductibles in such insurance shall be treated as "insurance" for purposes of the foregoing waiver. This waiver shall apply to, and be for the benefit of, Us.

You agree to provide Us with satisfactory proof of insurance upon request, and to immediately notify Us in writing of any lapse, cancellation, or modification of the insurance coverage required herein. Failure to maintain insurance, provide Us with required notifications, and failure to obtain new cyber insurance in accordance with the requirements of this section within thirty (30) days of a lapse or cancellation shall constitute a Client Default and a material violation of this Agreement.

ARTICLE 6 – CONFIDENTIAL INFORMATION AND DATA PROTECTION

Confidential Information. Each Party acknowledges that, in connection with this AI Services Agreement, it may be furnished with, or given access to, certain confidential and/or proprietary information of the other Party, and that, subject to the provisions of this section, such information shall not be disclosed by the Party receiving the information to any third party, and shall not be used by either Party for purposes other than those contemplated by this Agreement.

Any templates, schematics, processes, or any technical documentation provided by Us or generated by Us when using the AI Tools shall be deemed Our Confidential Information and proprietary information without any marking or further designation. You may use such information solely for Your own internal business purposes.

We shall maintain the confidentiality of information in Our possession regarding individual protected health information in accordance with applicable law and shall not release such information to any other person or entity, except as required by law.

Data Protection. In order to comply with this Agreement and render the AI Services to You, We may use Confidential Information, which pertains to Your business or financial affairs or to Your projects, transactions, clients, customers, partners, vendors or any other person or entity. You hereby expressly authorize us to use any Confidential Information that is provided to us by You, under this Agreement, in order for us to comply with our obligations under this AI Services Agreement. We will not store, copy, analyze, monitor or otherwise use any Confidential Information except for the purposes set forth in this Agreement and any valid AI Service Schedule or Service Order.

Each Party hereby guarantees and warrants that it will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that We receive or have access to under this Agreement or in connection with the performance of any AI Services for You. We will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that We receive PII related to the performance of this Agreement, We will protect the privacy and legal rights of Your personnel, clients, customers, and contractors. Likewise, You will protect PII and will not use, disclose, or transfer such PII except as necessary for you to conduct your business lawfully and for Us to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that You receive PII from Us or any third-party related to the performance of this Agreement, You will protect the privacy and legal rights of Our or the third-party's personnel, clients, customers, and contractors.

Non-Disclosure. Neither Party will disclose or use, either during or after the term of this Agreement, in any manner, directly or indirectly, any Confidential Information of the other Party, for their own benefit or the benefit of any third party, INCLUDING to any AI Tool, without the prior, express, written consent of the other Party. Neither Party will use, share, divulge, disclose or communicate in any manner whatsoever any Confidential Information to any third party without the prior written consent of the other Party, except to the extent specifically permitted under this Agreement.

Both Parties will protect all Confidential Information of the other, and will treat it as strictly confidential, unless and until: a) said information becomes known to third parties not under any obligation of confidentiality to the party whose confidential information is at issue ("Disclosing Party"), or becomes publicly known through no fault of the other party (the "Receiving Party"); or b) said information was already in the Receiving Party's possession prior to its disclosure, except in cases where the information has been covered by a preexisting Confidentiality Agreement; or c) said information is subsequently disclosed by a third party not under any obligation of confidentiality to the Disclosing Party; or d) said information is approved for disclosure by prior written consent of the Disclosing Party; or e) said information is required to be disclosed by court order or governmental law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure; or f) said information is proven independently developed by the Receiving Party without recourse or access to the information; or g) disclosure is required in order for a party to comply with its obligations under this Agreement, provided that prior to disclosure, the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

A violation of this Section shall be a material violation of this Agreement.

AI Acceptable Use Policy. You hereby warrant and guarantee that Your employees, officers, agents, and vendors who will use or access any AI Tool under this Agreement have been counseled and trained on the acceptable use of AI under this Agreement, including the Confidential Information provisions of this Agreement and the governing MSA. You shall provide Us with proof of

such training if requested to do so in writing. Failure to provide such counseling and training shall create a rebuttable presumption of liability on Your part if any data breach arises from or is caused, directly or indirectly, by any of Your employees, officers, agents, or vendors' use of a AI Tool.

Unauthorized Disclosure of Confidential Information. If either Party is reasonably believed to be in violation of this Agreement by having disclosed Confidential Information without authorization, the Party whose information is at issue will suffer irreparable damage and shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction to restrain the other party from such unauthorized use or disclosure, in whole or in part, of such Confidential Information, without the need to post a bond, and/or from providing services to any party to whom such information has been disclosed or may be disclosed.

The infringing party further agrees to reimburse the Disclosing Party for any loss or expense incurred as a result of the infringement, including but not limited to court costs and reasonable attorney fees incurred by the Disclosing Party in enforcing the provisions of this Agreement, in addition to any other damages which may be proven. The parties shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

ARTICLE 7 – MISCELLANEOUS

Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed delivered when sent by e-mail or registered mail, addressed to the address of the Party to be noticed as set forth on the signature page of this Agreement, or to such other address or e-mail address as such party last provided to the other by written notice conforming to the requirements of this paragraph.

Entire Agreement. This AI Services Agreement, together with the MSA and all attachments, schedules, exhibits and other documents that are incorporated by reference herein, constitute the entire agreement related to AI Services between the Parties. The MSA is incorporated as if fully set forth herein, and if any court of competent jurisdiction finds a direct conflict between any provision of the MSA and this AI Services Agreement, the MSA shall govern. Any subsequent changes to the terms of this Agreement may be amended or waived only with the written consent of both Parties, and shall be effective upon being signed by both Parties.

Severability. If any provision of this AI Services Agreement is declared by any court of competent jurisdiction to be illegal, void, unenforceable or invalid for any reason under applicable law, the remaining parts of this Agreement shall remain in full force and effect, and shall continue to be valid and enforceable. If a court finds that an unenforceable portion of this Agreement may be made enforceable by limiting such provision, then such provision shall be deemed written, construed, and enforced as so limited.

Survival. All provisions that logically ought to survive termination of this Agreement, including but not limited to applicable Warranties, Limitation of Liability, Indemnity, and Confidentiality provisions, shall survive the expiration or termination of this Agreement.

No Waiver. The failure of any Party to insist upon strict compliance with any of the terms, covenants, duties, agreements or conditions set forth in this Agreement, or to exercise any right or remedy arising from a breach thereof, shall not be deemed to constitute waiver of any such terms, covenants, duties, agreements or conditions, or any breach thereof.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Indiana.

Choice of Forum. The Parties hereby agree that all demands, claims, actions, causes of action, suits, proceedings between the parties shall be filed, initiated, and conducted in the State of Indiana. Any litigation must be filed and litigated in a state or federal court located in the State of Indiana. Each Party hereby consents and submits to the exclusive jurisdiction of those courts for purposes of any such proceeding, and waives any claims or defenses of lack of jurisdiction of, or proper venue by, such court.

Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

Counterparts. The Parties agree that this AI Services Agreement may be executed in counterparts, and/or may be executed as included in the Client Handbook or IT Policy, each counterpart of which shall be deemed an original, and all of which together shall be deemed one and the same Agreement. The Parties further agree that e-signatures carry the same weight and effect as traditional paper documents and handwritten signatures; therefore, this Agreement may be electronically signed via any e-signature service compliant with the Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act (UETA) as of the Effective Date of this Agreement.

APPENDIX I

AI SERVICES SCHEDULE

I. AI Service Plan Selection

See Statement of Work for included services.

II. Service Location

We agree to provide on-site AI Services at the following Location(s):

See Statement of Work for Location Information if necessary.

Additional locations may be added. Please note that adding new offices may incur additional Onboarding and Implementation Fees, charges for additional hardware and software, and may require an amendment of this Agreement to reflect the added Services and the new Monthly Service Fee, if any, based on the number of new users, new services and new equipment added.

III. AI SERVICES PLAN

Service Hours. With respect to all AI Services INCLUDED in the above, all non-emergency work performed to maintain Your current systems during Our Regular Business Hours of Monday-Friday 8:00 a.m. – 5:00 p.m. US Eastern Time (“Business Day” or “Regular Business Hours”) is included in the Monthly Service Fee stated in Appendix II in the MSA and will not incur additional charges, unless specifically listed under the exclusions below. This does not include mileage for non-local travel and additional hardware requested to be purchased and installed, all of which will be billed separately and in addition to any Monthly Service Fees.

If a request for a Service is received by Us prior to the end of the Business Day but the work required to resolve the issue exceeds the amount of time remaining in the Business Day, We will ask You whether You would like Us to either a) work on the issue after Regular Business Hours, with all time being billed to You at the After-Hours Support Rates set forth in the table below, or b) work on the issue during Regular Business Hours only, beginning with the next Business Day, at no additional charge to You. If We are unable to obtain Your preference, We may use Our discretion, based on the seriousness and apparent urgency of the issue, as to whether to perform the labor after hours at the applicable after-hours rates, or suspend work until the next business day or until You make Your preference known.

If You request an urgent need that cannot wait until the next Business Day, After-Hours or Emergency Rates will apply to all work performed outside of Regular Business Hours.

Minimum Technology Requirements. In order for Your IT Network to qualify for any of Our AI Service Plans, the following requirements must be met:

- All Servers with Microsoft Windows Operating Systems must be running Windows 2012 R2 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- All Desktop PCs and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
- The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- All Wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device, allowing VPN access.

Costs required to bring Your current environment up to these Minimum Technology Requirements are included in the Onboarding Fee stated in **Appendix II of the MSA**.

Excluded AI Products and Services. The following products and AI Services are specifically excluded from this AI Service Plan and all Managed Service Plans. Hardware, parts and equipment will be provided to You at cost, and all labor will be billed at Our Hourly Rates set forth in **Appendix II** in addition to any Monthly Service Fees:

- The cost of any parts, equipment, or hardware.
- The cost of any Software, Licensing, or Software Renewal, Subscription or Upgrade Fees of any kind.
- The cost of any Third Party Vendor- or Manufacturer-Support or Incident Fees of any kind.
- The cost to bring Your IT Network up to Our Minimum Technology Requirements.
- Failure of any hardware, software, equipment or component of Your IT Network due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repairs made necessary by the alteration or modification of any equipment or component of Your IT Network other than as expressly authorized by Us in writing. This includes alterations, software installations or modifications of equipment performed by You or any of Your employees, agents, representatives or contractors other than Us.
- Programming (modification of software code) and program (software) maintenance unless specified in the table in Section I above or an amendment thereof.
- Training Services of any kind unless specifically provided for in writing.
- The cost of replacement of or parts required for repairs on printers, screens or peripherals, (PDA's, Point of Sale Scanners, Digital Cameras, Cell Phones, and other accessories), unless otherwise specified in a written agreement between You and Us.
- Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc.
- Costs of replacing chronically failing equipment. (Occasionally equipment which has initially passed Our Minimum Technology Requirements can reveal itself to become chronically failing – repeatedly breaking down and consistently causing user and business interruption even after repairs are accomplished. Should this occur, while rare, You agree to work constructively with Us to replace the equipment at additional cost)
- Response, remediation and recovery efforts relating to Cybersecurity Incidents (defined below) that are not specifically listed as included in Your AI Service Plan, or which exceed the number of hours of Cybersecurity Incident work included with Your Services.

APPENDIX II

PRICING AND RATE SCHEDULE

I. Onboarding Fee

Please see the Statement of Work for the Onboarding Fee information.

Please note that the above Onboarding and Implementation Fee is payable solely to cover the initial labor and charges for hardware and software required to ensure that Your IT Network is set up to Your specifications and in a way that supports Our work moving forward. This is in addition to any applicable Monthly Service Fees and Rates listed below. Any costs and fees associated with additional devices and licenses added after the Onboarding and Implementation phase are not covered by the Onboarding and Implementation Fee and may be subject to an additional charge.

II. AI Services Plan – Monthly Service Fee

The AI Services listed in **Appendix I** are provided at the following fees:

Please see Statement of Work for the Monthly Service Fee information.

Any services, tasks, and goods not specifically listed as included in **Appendix I** are excluded from the Monthly Service Fee, and will be invoiced separately at the Rates specified in the table below, or as otherwise agreed by You and Consultant pursuant to a written Proposal, Quote or Service Request.

Additional Users, Devices and Services. If You wish to add new users, devices or services to the AI Service Plan, the Monthly Service Fee will be subject to an increase based on the number of users added, their specific needs, the number and types of devices and licenses/subscriptions being added, as well as the overall impact of the increase on system resources (including potential necessity to upgrade hardware and certain services), and other important factors. You acknowledge and agree that in all instances when Services are modified, an amended Pricing Appendix reflecting such changes must be executed by both Parties prior to implementation of any changes, the purchase of the new devices and/or the onboarding of new users.

Annual Fee Increase. In order to account for rising operating costs, cost of inflation and price increases by our vendors and suppliers, the Monthly Service Fee provided above is subject to an annual increase of 3-10% each calendar year, on the anniversary of the signing of this Agreement. The fee increase applies to all contracts regardless of term, and will be communicated to You no less than 14 days in advance of the increase. As We guarantee that the rate of increase will never exceed 10%, a change in MRC as described this paragraph shall not serve as grounds for terminating this Agreement.

III. Hourly Services – Rate Schedule

Hourly Rates. For tasks and projects that fall outside of the scope of Your AI Service Plan contained in **Appendix I**, Our services are billed at the following rates, unless otherwise specified in a custom Quote, Proposal, Service Order or other agreement between You and Us:

See Appendix II in the Master Service Agreement for Hourly Rates.

Support Tiers. Our Support Tier levels and how issues are moved from lower to higher support tiers are outlined in Your Client Handbook.

IV. Payments & Invoicing

Monthly Service Fees. Monthly Service Fees are invoiced once a month and will be sent to You via e-mail. Charges for goods and Services that fall outside of the scope of Your AI Service Plan, including charges for hardware and software, after-hours and emergency Labor, travel fees, shipping costs and other items not covered in the Monthly Service Fee will be billed as they are ordered or delivered throughout the month.

AI Services Performed at Hourly Rates. AI Services performed at Our Regular Hourly Rates and Emergency & After-Hours Rates are invoiced after completion of the AI Service. Each time We complete a task, the amount of time spent working on the task is added to the ticket corresponding to the issue. Once the ticket is marked as “resolved,” an Invoice is created listing all tasks and corresponding rates, fees and charges incurred. Invoices created in this manner are sent out via e-mail.

Suspension or Termination of Services for Non-Payment. In the event of a Payment Default, We may, in Our absolute discretion, with immediate effect and without prior notice, suspend or terminate any or all AI Services provided by Us to You. This includes

Our right and ability to cease performing any work under the Master Service Agreement or any Service Order, and to cancel, terminate and permanently delete any subscriptions, accounts, licenses and permissions managed, maintained and/or paid for by Us on Your behalf, including but not limited to any third-party vendor accounts and any and all user licenses, credentials, data, and information associated therewith, which may all be deactivated, permanently deleted and/or unrecoverable.