A3-LGL-001

GENERAL TERMS AND CONDITIONS

The standard, non-negotiable baseline that governs every Activity3 service, portal, product and project.

VERSION	EFFECTIVE	APPLIES TO	CURRENT VERSION
2026.10	October 28, 2026	All Activity3 clients	legal.activity3.llc/general-terms

AT A GLANCE

These General Terms and Conditions are the standard rules for every service, portal, product and project Activity3 provides. They apply to every client in the same way and are not edited client by client. Anything your organization has negotiated with us lives in your signed Master Service Agreement, which overrides these Terms only where it says so expressly. Anything we don't provide and don't pay for is yours to own and renew, as set out in the Client-Owned Third-Party Services Terms.

- **Billing:** monthly in advance, NET 15
- **Out-of-scope work:** $125 per hour
- **Term:** six months, then month to month
- **Governing law:** State of Idaho

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CONTACT
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SECTION 1 WP 01 · 3,745 FT

ABOUT THESE TERMS

1.1 **Parties.** These General Terms and Conditions (the "Terms") are between Activity3, LLC, a managed IT service provider headquartered in Twin Falls, Idaho ("Activity3," "we," "us"), and the organization named on the Order or Master Service Agreement that references them (the "Client," "you"). Unified NW, LLC, Activity3's affiliated company, bills certain recurring third-party costs such as Microsoft licensing, internet service subscriptions and hardware-as-a-service. For the items Unified NW, LLC bills, references to "Activity3" include Unified NW, LLC, and it has the full benefit of these Terms.

1.2 **Acceptance.** You accept these Terms when you sign or approve, including electronically, any quote, proposal, schedule, statement of work or service agreement that references them (each an "Order"), or when you request, receive, use or pay for our services, whichever happens first.

1.3 **A standard baseline.** These Terms are the same for every client and are not negotiated or marked up individually. A change that applies only to your organization must be made in a signed Master Service Agreement under Section 2.

1.4 **Effective date.** The Agreement takes effect on the date shown on your first signed Order or Master Service Agreement, or, if none is shown, on the date services begin (the "Effective Date").

1.5 **Updates.** We may revise these Terms by publishing a new version at legal.activity3.llc. We will email notice of material changes to your primary or billing contact. A new version applies to your services 30 days after it is published. A revision does not change pricing locked by a contract extension or any term expressly negotiated in your signed Master Service Agreement. The document number, version and effective date are shown at the top of every page.

SECTION 2 WP 02 · 4,140 FT

HOW OUR CONTRACT DOCUMENTS FIT TOGETHER

2.1 **The Agreement.** Your agreement with Activity3 (the "Agreement") is made up of: (a) these Terms; (b) the Client-Owned Third-Party Services Terms (A3-LGL-003); (c) your signed Master Service Agreement, if you have one (A3-LGL-002 explains what it is and how to find it); and (d) each signed Order.

2.2 **Order of precedence.** If these documents conflict, they control in this order:

Rank	Document	How far it controls
1	**Client-Owned Third-Party Services Terms**	Always applies as written. It is not changed by any Master Service Agreement, Order, email or ticket note. It stops applying to a specific service only when Activity3 itself provides or pays for that service under a signed Order.
2	**Signed Master Service Agreement**	Controls over these Terms, but only for the terms it expressly negotiates or names as replacing a section of these Terms.
3	**Signed Order**	Controls the scope, quantities and pricing of the work it describes.
4	**These General Terms and Conditions**	The baseline. Applies to everything the documents above do not expressly change.

2.3 **Your forms don't change the Agreement.** Terms printed on your purchase orders, vendor-onboarding packets, supplier portals or click-through forms do not apply, even if we sign or acknowledge them, unless they are written into a signed Master Service Agreement.

2.4 **Who can agree to changes.** The Agreement can only be changed by a written document signed by an owner or authorized officer of Activity3, LLC. Emails, ticket notes, quotes that have not been accepted, and verbal commitments by sales, account or engineering staff do not change it.

SECTION 3 WP 03 · 4,540 FT

OUR SERVICES

3.1 **Scope.** We provide the services described in your Orders (the “Services”). A Schedule becomes part of the Agreement only when both parties have signed or approved it. Work not described in an Order is outside scope and is billed under Section 6 when you request it.

3.2 **Standard of work.** We perform the Services in a competent and workmanlike manner consistent with generally accepted standards for managed IT service providers.

3.3 **Remote first, then onsite.** We work an issue by phone or remote access first. If that cannot resolve it, we schedule an engineer onsite. We may also send an engineer when a phone session runs past 30 minutes, when we need your help onsite as “smart hands,” or when an onsite visit is simply the faster fix. When we choose to dispatch for an in-scope issue, there is no charge for the visit. Onsite work that is after hours, an emergency, or scheduled project work (such as installing new services or removing old ones) is billable with a one-hour minimum.

3.4 **Business hours.** Our rates assume work during normal business hours: Monday through Friday, 8:30 a.m. to 5:00 p.m. Mountain Time, excluding holidays, unless your Master Service Agreement states other hours for your market.

3.5 **Every connected device is enrolled.** Our insurance carrier requires every device connected to your wide area network, local area network or remote-worker networks to be enrolled in our endpoint management and security platform, and billed for. To remove a user, device or protection from your invoice, the device must be physically removed, blocked or isolated from the network. We enforce this strictly; it is how we meet our obligation to protect your environment. Your own general liability, cyber liability and professional liability policies likely require the same minimum controls to keep your coverage in force.

3.6 **Portal and online tools.** Our client portal, ticketing system, self-service hardware configurator, published quote pages and other online tools are part of the Services and are covered by these Terms. Access is for your authorized users only, and you are responsible for activity under their logins. Do not try to reach another client's information, scan or probe our systems, reverse engineer our tools, or upload malicious code. Prices, configurations and quotes shown in our tools are informational until accepted in a signed Order, and hardware is subject to availability and confirmation by an Activity3 team member.

3.7 **Platforms and AI-assisted services.** Services delivered on third-party platforms, such as Microsoft 365, cloud hosting or artificial-intelligence tools, are also subject to those platforms' own terms. Output produced by AI tools can be wrong. Review it before you rely on it for legal, financial, tax, medical or other professional decisions.

3.8 **Subcontractors.** We may use qualified subcontractors and vendors to deliver the Services. We remain responsible for their work under the Agreement. Section 9 covers where they are located and how that is disclosed to you.

SECTION 4 WP 04 · 4,935 FT

YOUR RESPONSIBILITIES

4.1 **Access and credentials.** Give us the administrator usernames and passwords, license keys, installation media and vendor contacts we need, and keep them current. Give us reasonable access to your facilities. You may refuse facility access at any time, but if you do, we may be unable to perform, and we are not responsible for the results.

4.2 **Contacts and staff changes.** Name a primary contact and a billing contact and keep their details current. Tell us promptly when people join or leave so we can open and close their access. A departing employee whose access we were not told to remove is a security risk we cannot manage for you.

4.3 **Backups.** It is your responsibility to confirm that the backup scope and retention we have documented for you meet your business, legal and recovery needs. Tell us in writing if they do not.

4.4 **Lawful use and licensing.** Use the Services lawfully. You are responsible for the data and content on your systems and for licensing compliance of software you buy or own.

4.5 **Services we don't provide or pay for.** Every application, service, subscription, domain name or account that Activity3 does not provide and does not pay for is yours: its renewal, payment, access, security and health. This is governed by the Client-Owned Third-Party Services Terms (A3-LGL-003), which form part of these Terms.

4.6 **Payments and financial fraud.** We use industry-standard security tools designed to protect your network, including the financial transactions run across it. No tool stops every error or every fraud attempt; business email compromise, impersonation and human error regularly get past security controls. You are solely responsible for every payment, wire, ACH or transfer you initiate or approve, including confirming the recipient's name and account number. Activity3 cannot detect mismatched names and account numbers and is not liable for funds lost through fraudulent, duplicated or mistaken transactions. Before moving money, we recommend that you:

- verify any new or changed payment instructions by calling the recipient at a number you already have on file, never one supplied in the request;
- require a second person to approve wires and new payees;
- use the fraud screening and positive-pay tools your bank offers; and
- send a small test transfer before a large one to a new account.

4.7 **Security awareness training.** Your people are your first line of defense. We strongly recommend security awareness training and phishing simulation for every employee, from the owner to the newest hire, and we offer a program built on KnowBe4. Declining training is at your own risk. Ask your account team for details.

SECTION 5 WP 05 · 5,335 FT

FEES, BILLING AND PAYMENT

5.1 **Setup fees.** Installation, onboarding and setup fees are as stated on your Order.

5.2 **Monthly service fees.** Monthly fees are invoiced on or about the 1st day of each month, in advance, for that month's Services. Per-unit charges (users, devices, storage, bandwidth or any other unit on your Order) are adjusted to the actual count, and you pay any increase. Recurring third-party costs may be invoiced separately by Unified NW, LLC.

5.3 **How to pay.** ACH autopay, drafted on or about the 1st of each month, and mailed checks carry no fee. Credit card payments, including card autopay, carry a 3.5% convenience fee where permitted by law. Charges outside your monthly agreement, such as project or after-hours work, are not included in autopay and are invoiced separately by Activity3, LLC or Unified NW, LLC.

5.4 **Due date.** All invoices are due within 15 days of the invoice date (NET 15) unless Activity3 approves other terms in writing.

5.5 **Late payment.** A payment is late when: (a) an ACH draft or check is refused by your bank; (b) a card payment is declined, or the card has expired and no updated card is provided, and it is not cured within 3 calendar days of the due date; or (c) an invoice is not paid by its due date. Late amounts incur a one-time late charge of 5% of the past-due amount, and all past-due amounts, including the late charge, bear interest at the lesser of 2% per month or the highest rate permitted by law.

5.6 **Suspension.** If your account is past due, we may suspend, interrupt or disconnect Services without waiving any other right. We will normally make a courtesy contact first but are not required to. Suspension does not pause your monthly fees.

5.7 **Taxes.** You pay all sales, use and similar taxes on the Services, equipment, hardware, software, freight and other charges, including any tax Activity3 pays or must collect on them, other than taxes on Activity3's income.

5.8 **Billing questions.** Raise any invoice dispute in writing within 30 days of the invoice date, and pay the undisputed portion on time. An invoice not disputed within 30 days is accepted.

SECTION 6 WP 06 · 5,730 FT

RATES, OUT-OF-SCOPE WORK AND TRAVEL

6.1 **Out-of-scope work.** Work not covered by an Order, including add/remove/change project work, after-hours and emergency work, migrations, and work on systems Activity3 does not provide, is billed hourly at the rates in Schedule 1 or your Order. Hourly time is billed for time worked and is not tied to a particular outcome.

6.2 **Microsoft 365.** For clients under a managed services Order, management and ongoing support of the Microsoft 365 platform are part of the monthly service, including normal SharePoint add/remove/change requests. Other SharePoint work, such as new site builds, restructuring and migrations, is billed at the rate in Schedule 1 and performed by a trained, certified engineer.

6.3 **Rate changes.** We may change hourly rates and billable minimums on 60 days' written notice. Rates locked by a contract extension do not change during that extension. Confirm current rates before requesting billable work.

6.4 **Portal-to-portal billing.** Billable onsite time begins when our engineer leaves the Activity3 office and ends when the onsite work is finished.

6.5 **Travel expenses.** We invoice additional travel expenses, including parking and tolls. Travel expenses are not charged to clients located in the Idaho counties of Twin Falls, Jerome, Lincoln, Cassia, Minidoka, Gooding, Ada and Elmore, or in any other service zone your Master Service Agreement names.

6.6 **Hardware, licensing and onboarding.** Hardware, software licensing and per-device onboarding fees are quoted on each Order and are not listed in these Terms.

SECTION 7 WP 07 · 6,130 FT

EQUIPMENT AND EXTENDED SERVICE PLANS

7.1 **Activity3-owned equipment.** Equipment we place at your site to deliver a service, including firewalls, backup appliances and hardware-as-a-service equipment billed by Unified NW, LLC, stays the property of Activity3 or Unified NW, LLC. Return it when we ask and when the related Service ends, and stop using it at termination. If it is stolen, damaged or destroyed while at your site, you will pay its current retail replacement value within 15 days.

7.2 **Your equipment.** You keep title to equipment you own that we use or manage, and you authorize us to access and configure it to deliver the Services.

7.3 **Hardware you buy from us.** Title passes to you when it is paid in full; risk of loss passes on delivery. Activity3 is a reseller, not the manufacturer. Manufacturer warranties pass through to you, and Activity3 does not separately warrant hardware.

7.4 **Activity3 Extended Service Plan.** Where your Order includes it, the Activity3 Extended Service Plan provides one like-for-like replacement of the covered device during the plan term stated on the Order. The plan ends once that replacement is provided. It is a service plan, not a warranty, and it does not provide unlimited repairs or replacements.

SECTION 8 WP 08 · 6,525 FT

DATA, CONFIDENTIALITY AND SECURITY

8.1 **Your data.** Your data, including backup data stored on equipment we provide or in a data center we use, remains your property.

8.2 **Confidentiality.** In delivering the Services we may see your confidential information, including financial and tax information, business plans and marketing methods. We will keep it confidential and use it only to serve you. We may share it with subcontractors who are bound to keep it confidential, or when the law requires. You will likewise keep our pricing, methods, documentation and security tooling confidential.

8.3 **Limits of security.** We use commercially reasonable, industry-standard security tools and practices. No security measure prevents every breach, ransomware event or fraud. Incident response, forensics and recovery work beyond the scope of your Order is billed under Section 6.

8.4 **Content.** We are not obligated to monitor or control the content passing through your network or ours, except through the controls described in your Order.

8.5 **Your compliance obligations.** You are responsible for determining which laws and regulations apply to your business, such as HIPAA, the FTC Safeguards Rule or state privacy laws. We support compliance programs, such as an annual Written Information Security Plan, only as described in an Order. We are not your legal counsel or compliance officer. A business associate agreement or similar document applies only if it is signed separately.

SECTION 9 WP 09 · 6,925 FT

U.S.-BASED AND OUT-OF-COUNTRY RESOURCES

9.1 **What a Resource is.** A "Resource" is any person or provider that performs Services for your account or can access your systems or data on our behalf. That includes Activity3 employees, independent contractors and subcontractors, and providers we engage to perform services for you, such as security-operations monitoring or after-hours helpdesk coverage. A Resource is "U.S.-based" if it does that work and accesses your systems and data only from within the United States; otherwise it is "out of country." Resources do not include the internal staff and data centers of the software and cloud platforms we resell or use, such as Microsoft 365, which are governed by those platforms' own terms (Section 3.7), or your Client-Owned Third-Party Services.

9.2 **Disclosed on your final contract.** Your final signed Order or Master Service Agreement lists the Resources for your account, by role or provider name, and states whether each is U.S.-based or out of country. For each out-of-country Resource, it also names the country and the work performed.

9.3 **Keeping it current.** Before an out-of-country Resource that is not on your disclosure begins work on your account, we will update the disclosure and notify you in writing. For a Financial Services Client, we also need your written approval first (Section 9.5).

9.4 **Financial Services Clients.** A "Financial Services Client" is a client in banking, lending, investment advisory, brokerage, insurance, retirement-plan or fiduciary services, accounting, tax preparation or bookkeeping, or any client that tells us in writing that it is subject to financial privacy or data-safeguarding rules, such as the Gramm-Leach-Bliley Act and the FTC Safeguards Rule. Your final contract will say whether you are one. If you are and it does not, tell us and we will correct it.

9.5 **Enforced for Financial Services Clients.** For a Financial Services Client, the disclosure is a binding limit on who works on your account, not just information. We enforce it as follows:

- only the Resources listed in your contract may access your systems or data;
- no out-of-country Resource may access your systems or data unless your contract lists it and you approved it in writing beforehand;
- we control access with named accounts, multi-factor authentication and role-based permissions and, where the platform supports it, sign-in restrictions by location, and we keep access records;

- our subcontractors and providers are bound to the same limits in writing;
- we review access to your systems against your disclosure at least once a year and confirm the result to you in writing on request; and
- if we find access by a Resource that is not on your disclosure, we remove it promptly and tell you in writing what happened and what we changed to keep it from happening again.

9.6 **U.S.-only option.** Any client may require that only U.S.-based Resources work on its account. We record that requirement in your Master Service Agreement, and it may affect scope or pricing.

SECTION 10 WP 10 · 7,320 FT

TERM, RENEWAL AND TERMINATION

10.1 **Initial term.** Unless an Order or Master Service Agreement states otherwise, the initial term of the Services is six months, starting at the beginning of the calendar month in which Services are deployed.

10.2 **Renewal.** After the initial term, the Agreement continues month to month for the life of the relationship unless both parties agree to a longer contract extension. A contract extension locks the rates and terms agreed for its length.

10.3 **Ending services.** You may choose not to renew by giving 60 days' written notice under Section 16. Fees continue through the end of the notice period.

10.4 **If we fall short.** If we do not perform the Services in the manner described in Section 3.2 and do not fix the problem within 60 days after your written notice identifying it, you may terminate the affected Order or Schedule.

10.5 **Termination by Activity3.** We may terminate the Agreement if: (a) your account remains past due after suspension; (b) you materially breach the Agreement and do not cure within 30 days of notice; (c) you breach Section 14; or (d) you become the subject of bankruptcy or insolvency proceedings not dismissed within 90 days, have a receiver appointed, make an assignment for the benefit of creditors, or suffer an attachment or seizure of a substantial part of your assets. Your obligation to pay past-due amounts survives any bankruptcy proceeding to the extent the law allows.

10.6 **When Services end.** You will pay all fees through the termination date and any notice period, and return Activity3-owned equipment. We will remove our management agents and tools and hand over the administrator credentials and documentation we hold for your environment. Transition help you ask for, such as copying backup images to an external drive, is billed at current rates, plus the cost of any hardware needed.

10.7 **Rights that continue.** Termination does not affect rights that existed before it. Sections 4.5, 4.6, 5, 7, 8, 11, 12, 14 and 17 survive termination.

SECTION 11 WP 11 · 7,720 FT

WARRANTIES AND LIMITATION OF LIABILITY

11.1 **What each party promises.** Each party has the right, power and authority to enter into and perform the Agreement. Activity3 will use commercially reasonable efforts to provide the Services in accordance with prevailing industry standards.

11.2 **Disclaimer. EXCEPT FOR SECTION 11.1, THE SERVICES ARE PROVIDED "AS IS," AND ACTIVITY3 AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR TRADE USAGE. We do not warrant that the Services will be uninterrupted, error-free or free of delay, that data will be accurate, or that the Services will meet every purpose you may have.**

11.3 **Excluded damages. NEITHER ACTIVITY3 NOR ITS AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST OR CORRUPTED DATA, BUSINESS INTERRUPTION OR THE COST OF SUBSTITUTE SERVICES, however caused and under any theory of liability, including negligence, even if advised that such damages were possible.**

11.4 **Liability cap. ACTIVITY3'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT AND THE SERVICES, IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE FEES YOU PAID ACTIVITY3 UNDER THE AGREEMENT IN THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY. More than one claim does not enlarge this limit.**

11.5 **Third parties and the internet.** Except as expressly stated in the Agreement, Activity3 is not responsible for the acts or omissions of any third party, including hardware and software makers, internet and telecommunications providers, cloud platforms, domain registrars and hosting companies. We do not control the flow of data across the internet, which depends on others whose actions can impair or interrupt connections. You may not rely on any representation or warranty of a third party as if it were ours.

11.6 **Information you give us.** We rely on the information, instructions and access you, your administrators, employees and agents, and your other providers give us. You bear the risk of errors in that information and those instructions.

SECTION 12 WP 12 · 8,115 FT

INDEMNIFICATION

12.1 **Mutual indemnity.** Each party will defend, indemnify and hold harmless the other against third-party claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent caused by its own negligence, willful misconduct or breach of the Agreement.

12.2 **Our people at your site.** Activity3 will defend and indemnify you against claims for bodily injury or property damage caused by Activity3 employees or agents while at your facilities.

12.3 **Your systems and instructions.** You will defend and indemnify Activity3 against claims arising from your data and content, your use of the Services in violation of law, your Client-Owned Third-Party Services, and actions Activity3 takes at your direction.

SECTION 13 WP 13 · 8,515 FT

INSURANCE

13.1 **Coverage we carry.** At its own expense, Activity3 maintains commercial general liability insurance for personal injury and property damage with a general aggregate of $1,000,000; workers' compensation insurance as required by law; and hired and non-owned automobile liability insurance with a combined single limit of $1,000,000. On request, we will provide certificates of insurance within 30 days, at each renewal and at other reasonable times.

SECTION 14 WP 14 · 8,910 FT

NON-SOLICITATION OF EMPLOYEES

14.1 **No hiring our people.** Our engineers are the business. Except as the law otherwise provides, during the Agreement and for two years after it ends, you will not, without our written consent, solicit for employment or hire any Activity3 employee, or encourage one to leave Activity3 for another firm.

14.2 **Liquidated damages.** Our damages from a breach of Section 14.1 would be difficult to calculate. If you breach it, you will pay Activity3 $50,000 as liquidated damages, and we may terminate the Agreement without further notice or liability. This amount is not a penalty; it is a reasonable estimate of what we would spend to find, recruit, hire and train a replacement.

SECTION 15 WP 15 · 9,310 FT

FORCE MAJEURE

15.1 **Events beyond control.** Neither party is liable for a delay or failure caused by events beyond its reasonable control, such as fire, flood or other natural disaster, pandemic, utility or power failure, internet backbone or cloud-provider outages, labor disruption, embargo, court order, riot or government action. The affected party will notify the other promptly. If our performance is delayed for 45 cumulative days or more after that notice, you may terminate the affected Order by written notice. These events do not excuse payment for Services already provided.

SECTION 16 WP 16 · 9,705 FT

NOTICES

16.1 **How to give notice.** Notices under the Agreement must be in writing and sent by email or by mail with postage prepaid.

TO ACTIVITY3

Activity3, LLC · Attn: Operations
1301 11th Avenue East, Twin Falls, ID 83301
operations@activity3.com

TO YOU

Your primary or billing contact, at the email or mailing address in our records. Keep it current under Section 4.2.

16.2 **When notice is given.** Email notice is given when sent, unless the sender receives a delivery failure. Mailed notice is given three business days after mailing.

SECTION 17 WP 17 · 10,105 FT

GENERAL

17.1 **Governing law and venue.** The Agreement is governed by the laws of the State of Idaho, without regard to its conflict-of-laws rules. The state and federal courts serving Twin Falls County, Idaho have exclusive jurisdiction over any dispute arising from it.

17.2 **Costs of enforcement.** If either party defaults, it will reimburse the other for the costs and expenses the default causes, including reasonable attorneys' fees incurred to preserve or enforce rights under the Agreement or to collect payments due.

17.3 **Entire agreement.** The Agreement is the entire agreement between the parties about the Services and replaces all prior proposals, discussions and understandings on that subject.

17.4 **Waiver.** A waiver is effective only in a writing signed by the party giving it. Not enforcing a provision is not a waiver of it.

17.5 **Severability.** If a court finds any provision unenforceable, it will be enforced to the maximum extent permitted and the rest of the Agreement remains in effect.

17.6 **Assignment.** You may not assign the Agreement without our written consent. We may assign it to an affiliate, including Unified NW, LLC, or to a successor to our business.

17.7 **Relationship.** The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship.

17.8 **Electronic records.** Electronic signatures, electronic approvals and electronic copies of the Agreement are as valid as signed originals.

17.9 **Remedies.** The rights and remedies in the Agreement are cumulative and in addition to any others available at law or in equity.

SCHEDULE 1 WP 18 · 10,500 FT

STANDARD RATES

Rates in effect on the date of this version. Your Order or Master Service Agreement controls if it states a different rate.

Service	Rate	Notes
Professional services — project and out-of-scope work	**$125.00 / hour**	Business hours. Add/remove/change projects, migrations, installs and cleanup.
Escalated helpdesk — onsite or vendor support (managed clients)	**$85.00 / hour**	For clients under a managed services Order.
SharePoint work beyond normal add/remove/change	**$85.00 / hour**	Flat rate; performed by a trained, certified engineer.
Onsite billable visits	**One-hour minimum**	After-hours, emergency and scheduled project work. Billed portal to portal.
Credit card payments	**3.5% convenience fee**	Where permitted by law. ACH and check carry no fee.
Late payment	**5% late charge, plus interest**	Interest at the lesser of 2% per month or the maximum legal rate.

OPTIONAL

CLIENT ACCEPTANCE

These Terms apply on acceptance under Section 1.2. Signing below is optional and confirms that the Client has received version 2026.10 of the General Terms and Conditions.

CLIENT ORGANIZATION

AUTHORIZED SIGNER (PRINT)

TITLE

DATE

SIGNATURE

TECHNOLOGY OUTFITTERS · MANAGED IT SERVICES

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QUESTIONS
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legal.activity3.llc/general-terms

A3-LGL-001 · Version 2026.10 · Effective October 28, 2026 · Supersedes: Activity3, LLC General Terms and Conditions Agreement (prior edition). The current version is always published at legal.activity3.llc/general-terms.