



IT Services SOW

Terms and Conditions

GENERAL PROVISIONS

1 DEFINITION AND INTERPRETATION

In these Conditions the following words have the following meanings:

"Information Technology", **"I.T."**, or **"IT"** is the general term for the use and management of computing technology in businesses and other organizations. Information Technology focuses on the storage, retrieval, and processing of information. For the purposes of Our Terms and Conditions "IT" refers to providing Work to install and maintain computers and networks. Additionally "IT" is often responsible for business's telecommunications technology, including: corporate email and telephone services; business Internet; and internal networking operations.

"Managed Services Agreement", **"Managed IT Services"**, **"MITS"** is a general term including any Service Plan that involves the provision of Work by Us to You according to the terms set out in a SOW. Typical SOW for Managed IT Services include "IT Support Services", "Software and Subscription Services", "Enhanced Security Services", "Business Continuity and Disaster Recovery Services", "Telecom Services", and "Infrastructure Hosting Services".

"Application" means software installed on Computer Systems that provide a function to Users of that System. Applications may be commercially purchased or licensed via a subscription model. Applications may be custom software developed for You by Us or by Us to deliver Work and/or other Services to You. Applications are always covered by Copyright.

"Computer System" or **"System"** means a computer, software, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), residing on such computer and any associated devices or equipment (including peripheral hardware, software, and input and output devices which are attached to that device.

"Network Device" means any hardware component that is physically or wirelessly attached to a network, including but not limited to Printers, Scanners, Network Switches, Routers, WIFI Access Points, Wireless Radios. Network Devices are Managed Devices.

"Server" means any Computer System that provides one or more network services to authorized users and/or devices on a network. Common services provided by Servers include, but are not limited to: file sharing, secure access, database applications, Line of Business applications, web site hosting, User directory management, and remote access control.

"Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

"Device" means any Network Device, Computer System, Server, BCDR Appliance or other hardware device owned by You.

"Managed Device" means a Device covered under a Managed IT Services SOW. Such Devices are serviced, supported, and maintained in some way by Us.

"Network" means any collection of Devices that are connected together via physical or wireless means that can communicate with each other via a network protocol.

"Network Site" or **"Site"** means a unique physical location that has network equipment installed. Usually a "Network Site" is an office location or another physical building that multiple "Users" and "Systems" are connected together via a "Network". "Network Sites" have an "Internet Connection"



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and usually a "Gateway" Device.

"Internet Connection" means a "Network" has access to the full Internet for communication purposes and accessing Internet Services.

"Gateway" or **"Gateway Device"** means a "Network Device" that is used to connect a "Network" to the "Internet".

"Full-time User" means a "User" that is employed by You and may be the subject of Work performed by Us. Generally, "Full-time Users" work a standard work week and require a higher support burden and one or more "Devices" assigned for their use.

"Part-time User" means a "User" that works for You and may be the subject of Work performed by Us. Generally, "Part-time Users" require a lower support burden and often only use "Mobile Devices" to access Your "Applications" and "Data".

"Support", "Helpdesk", "Proactive Support", "Reactive Support", or **"On-site Support"** means that Our staff provide Work to Your "Users" and "Devices" to resolve "Issues". Resolving "Issues" is the responsibility of Our "Centralized Services" team.

"Issue" or **"Problem"** means a problem or request that is raised with Our staff in some manner. An "Issue" usually results in a "Ticket" being created so that Our "Centralized Services" team can perform Work to resolve. An "Issue" may be raised by our automated systems, including our "RMM", "Enhanced Security", "BCDR" or other Application resulting from an error, outage, alarm or alert. An "Issue" may also be raised by Your staff using one of the many methods of Raising a Support Request. An issue is "Resolved" when the Work is completed, and the Problem is solved.

"Ticket" means a record stored in Our management software that keeps track of the details associated with an "Issue". These details are important for the accurate tracking of "Issues" and how they are Resolved. Accurate and complete information describing the Issue is critical for efficient Resolution. A "Ticket" will be closed when the "Issue" has been deemed to be solved by the Technician assigned to it. A "Ticket" may automatically be closed if key information that has been requested of the User, has not been provided in a timely manner.

"IT Support Services" or **"Centralised Services"** means providing Work to support Your organization's Network Sites, Devices, Data, and Users with services associated with IT. IT Support Services includes both proactive maintenance services, and reactive support services to respond to Issues that arise with Networks, Devices, or Users. "IT Support Services" are managed by a "Centralised Services" team of IT professionals to ensure the efficient management of these resources.

"Backup", "Business Continuity and Disaster Recovery", "Backup and Disaster Recovery", "BCDR" or **"BDR"** means taking a copy of critical Data and storing it on separate media and/or a separate location than the source Data. Often this involves a Computer System that is used to provide a Business Continuity and Disaster Recovery services to other Computer Systems on a Network. BCDR Appliances are Managed Devices that protect Servers by taking backup copies of Data and Applications and storing these Data separately from the Server.

"Software and Subscriptions" or **"Software"** means application software programs or other subscription services that are provided by Us that your Users and Devices utilize. The license to continue to utilize these Software are granted as part of the SOW and these rights terminate with the SOW they are attached to.

"Enhanced Security" means Software and other subscription based solutions that provide additional



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layers of security to Networks and Devices, beyond the traditional Anti-virus Endpoint Protection services provided as part of a standard Managed Services Agreement.

“Telecom Services” or **“Telecom”** means services that are associated with the provision of Telecommunication infrastructure, including, but not limited to Internet Services, VOIP Services, or Virtual Fax Services.

“VOIP” or **“Voice Over IP”** involve the transmission of voice and multimedia content over an internet connection. VoIP allows users to make voice calls from a computer, specialized VOIP Telephone, smartphone, other mobile device connected to a network that has Internet connectivity. **“Virtual Fax”** is a VOIP related service that involves the sending and receiving of fax communication using VOIP related technologies.

“Internet Service Provider” or **“ISP”** means an organization that provides the physical infrastructure necessary for a network to be connected to the Internet. An ISP provides **“Internet Services”** which means a connection to the Internet.

“Cloud File Sync”, **“Private Cloud”** or **“PCF”**, means using TNS provided software to provide remote access to an organization's Data. PCF may provide remote access to a local File Server owned by the organization or it may utilize TNS provided File Storage infrastructure as the container of the shared files. Using this technology, remote devices located away from the source Data can still access documents stored on-site.

“Infrastructure Hosting”, **“Hosting”** or **“Cloud Hosting”** include providing infrastructure services in an Internet connected environment (“Cloud”). Infrastructure Hosting services include, but are not limited to, Hosting a website, Registering an Internet Domain Name, providing access to Cloud based file storage or other Network Services.

“OEM” or **“Original Equipment Manufacturer”** means the company that made the device originally, before any additions or modifications were applied. Common OEMs for computer equipment include: Lenovo, Dell, and HP. Common OEMs for Network equipment include Ubiquity, Cisco, Netgear, and Watchguard.

“Item” or **“Service Item”** means the description of a Service that We provide to You. The Item is listed in an SOW and will be invoiced according to the terms of the SOW. From time to time the Count of Service Items may change to reflect the volume of Work provided.

“Count”, **“License Count”** or **“Item Count”** is the number of times that a Service item has been allocated or assigned to a Network Site, User and/or Device. Keeping track of the Count is an important audit function that We provide to ensure the Work provided in the SOW is fairly compensated.

“Licensed Software” means software that is provided as part of a SOW that carries a cost. Licensed Software are listed as Service Items in the SOW and are tracked to reflect the number of uses that the Licensed Software is assigned to a Network Site, User and/or Device.



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2 SERVICE PLAN REQUIREMENTS AND CONDITIONS

2.1 MANAGED DEVICES

We will provide Work to support, troubleshoot, monitor, maintain Managed Devices that are covered in any SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW You agree to refrain from modifying or moving the System, or installing software on the System, unless You have consulted with Us regarding the advisability of such activity. We will not be responsible or liable for changes made by You without consultation.

2.2 MAINTENANCE UPDATES

If patches and other software-related "Maintenance Update(s)" are provided under a SOW, We will install the Updates only if we have determined, in Our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer's or applicable vendor's instructions.

2.3 THIRD-PARTY SERVICE PROVIDERS

Your right to use the Third-Party Services is subject to Your Agreement with us, and to Your understanding of, compliance with and consent to these Terms and conditions of any Third-Party agreements, which We do not have authority to vary, alter or amend.

Therefore, We may utilize a Third-Party Service Provider in Our discretion to provide the Services in accordance with these Terms. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Service Provider to You. The Third-Party Provider may require the We sign a contract with the Third-Party Provider for its services ("Third-Party Contract") and the terms of the Third-Party Contract may require certain conditions and requirements upon You. Access to the terms and conditions of any such Third-Party Contract(s) will be provided to You or attached to the SOW which identifies the Third-Party Service Provider. You hereby agree to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which You have consented Us to contract upon Your behalf. Third-Party Provider terms and conditions links can be found on our website and/or SOW as applicable.

2.4 THIRD-PARTY PRODUCT VENDORS

- 2.4.1 We do not own certain Third-Party Products and the use thereof is subject to certain rights and limitations of which we need to inform You. Your right to use the Third-Party Products is subject to Your Agreement with Us, and to Your understanding of, compliance with and consent to these Terms and conditions of the Third-Party agreements, which We do not have authority to vary, alter or amend.
- 2.4.2 We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Product Vendor to You, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and We will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Product. The Third-Party Product Vendor may require that We sign a contract with the Third-Party Product Vendor for its products ("Third-Party Contract") and the terms of the Third-Party Contract may require certain conditions and requirements upon You. Access to the terms and conditions of any such Third-Party Contract(s) will be provided to You or attached to the SOW which identifies the Third-



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Party. You hereby agree to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which You have consented Us to contract upon Your behalf. Third-Party Product Vendor terms and conditions links can be found at our website and/or SOW as applicable.

2.5 THIRD-PARTY SUPPORT

If, in Our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on Your behalf and pass through to You, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$100, We will obtain Your permission before incurring such expenses on Your behalf unless exigent circumstances require otherwise.

2.6 SUBCONTRACTORS

"Subcontractors" means third-party to whom We contract to provide specified services to complete the services indicated in the applicable SOW.

2.7 CONDITIONS OF SERVICE

Your System is eligible for provision of Our Services as outlined in the SOW or other contractual documents, provided the System is in good condition and Meets Our serviceability requirements and site environmental conditions are met:

- 2.7.1 You shall provide adequate workspace, heat, light, ventilation, electric current and outlets, Internet, remote access, and long-distance telephone access for use by Our representatives.
- 2.7.2 Our representatives shall have, and You shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services.
- 2.7.3 We reserve the right to suspend or terminate these Terms or any SOW if, in Our sole discretion, conditions at the service site pose a health or safety threat to any of Our representatives.
- 2.7.4 All equipment, software and licensing to be supported by Us pursuant to these Terms, must be supportable by Us and subject to patching, security updates, and manufacturer provided support.
- 2.7.5 It is the responsibility of You to promptly notify Us of any events/incidents that could impact the services defined within these Terms and/or any supplemental service needs.
- 2.7.6 We shall provide services as defined in these Terms during Our regular business hours, unless otherwise specified in any subsequent SOW, or other contract documents, and in accordance with Our I.T. Service Policies then in effect.
- 2.7.7 You agree that You will inform Us, prior to having any modification, installation, or service performed on the Network by individuals not employed by TNS in order to assist Us in providing an efficient and effective Network support response.
- 2.7.8 Only representatives authorized by Us will be eligible to access and service Your network. Any unauthorized access or service conducted on the network without the explicit consent of TNS which results in negative network performance will not be covered by the monthly plan fee as documented in the SOW or other contract documents and will be billed according to Our labour rates as outlined in the SOW.



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- 2.7.9 It is mutually agreed that We will have no responsibility for any deficiencies in the System until We have had a reasonable opportunity to conduct a review of the current System and to provide You with Our recommendations and You have accepted and implemented same.
- 2.7.10 We shall be obligated to provide service only at the Network Site(s) as outlined in the SOW. If You desire to relocate, add or remove locations, You shall give Us appropriate notice of Your intention to relocate sixty (60) days in advance. We reserve the right to renegotiate service terms with respect to any relocation and/or addition of locations by You. Such right includes the right to refuse service at the relocation and/or new site. Additional Network Sites generally result in an increase in the Monthly Services fees.

2.8 SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in these Terms, the following service and support limitations are expressed:

- 2.8.1 Cost of consumables, replacement parts, hardware, software, Network upgrades and associated services are outside the scope of this Agreement. We will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- 2.8.2 Any unauthorized changes made to the network without Our written consent which causes issues or failures to the Network, are beyond the responsibility of TNS and You will be billed the full cost to restore the network to its original state.

2.9 ONBOARDING PROCESS

You acknowledge and agree that We will have no responsibility for any deficiencies in the current operating systems and infrastructure until the We have had a reasonable opportunity to conduct a review the current system and to provide You with its recommendations and You have accepted and implemented same.

2.10 OFFBOARDING PROCESS

In the event of Termination of Services by either party, We will make reasonable accommodations to transfer Your account to Your new Managed Service Provider or other authorized agent (the "**Onboarding Provider**"). You shall indemnify and hold harmless TNS, its Contracted Subcontractors and their respective directors, officers, employees, consultants and agents for any claims or losses resulting from the activities of You or the Onboarding Provider during the transition period from TNS to the Onboarding Provider, inclusive of when You obtain access to all super administrator accounts for the infrastructure.

2.11 MISCELLANEOUS

Terms and conditions, including services, are subject to change by TNS. We will notify You of any such changes as provided in this Agreement. You may reject such changes by delivering written notice, via email, to TNS of cancellation of the agreement within 30 days from the date of such notice. Cancellation pursuant to this paragraph shall be without penalty to You. Your continued use of Our services after the 30-day notice period has expired constitutes Your acceptance of revised terms, condition and/or services.

3 GENERAL IT SERVICES

3.1 IT SUPPORT SERVICES

IT Support Services that are provided by Us to You will be listed in a related IT Support SOW. If there are



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services that You require that are not listed or are explicitly excluded from a SOW then You may discuss these requirements with Us so a new SOW can be initiated or an alternative service provider can be engaged to provide the required services.

You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from any problem, defect or malfunction associated with any Service supplied by third parties that you Engage with.

3.2 SOFTWARE AND SUBSCRIPTIONS

All Software and Subscription licences that are not including in a related Software SOW are the responsibility of You and not that of Us. It is the duty of Yours to store all such licences for all Software used, so that that they can be reproduced if and when required. This includes all Software installed by Us on your behalf.

Software included in a Service Agreement SOW are generally provided by Us to You as part of the Service Plan. Upon termination of a SOW that includes such Software Licenses, the ownership and management of those licences revert to Us.

You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:

- 3.2.1 any unauthorised Software installed or used by You;
- 3.2.2 any breach of any Software licence in respect of Software provided to Us by You to be installed on one of Your Systems;
- 3.2.3 otherwise as a result of Us installing Software at Your request where You are not authorised to use the Software; and
- 3.2.4 any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.

3.3 ENHANCED SECURITY SERVICES

All Enhanced Security Service software licences that are not including in a related Enhanced Security SOW are the responsibility of You and not that of Us. It is the duty of Yours to store all such licences for all Security Software used, so that that they can be reproduced if and when required.

Enhanced Security Services included in a Service Agreement SOW are generally provided by Us to You as part of the Service Plan. Upon termination of a SOW that includes such Software Licenses, the ownership and management of those licences revert to Us.

You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:

- 3.3.1 any unauthorised Security Software installed or used by You;
- 3.3.2 any breach of any Security Software licence in respect of Security Software provided to Us by You to be installed on one of Your Systems;
- 3.3.3 otherwise as a result of Us installing Security Software at Your request where You are not authorised to use the Software; and
- 3.3.4 any problem, defect or malfunction associated with any Security Software (or related services) supplied by third parties.

3.4 BUSINESS CONTINUITY AND DISASTER RECOVERY



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All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data.

BCDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BCDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. We cannot and do not warrant that data corruption or loss will be avoided but utilise industry best practices to minimize this risk. We also cannot and do not warrant data corruption or loss associated with the failure or compromise of Services provided by Third Party Vendors but utilise industry standard solutions to minimize this risk. You agree that We shall be held harmless if such data corruption or loss occurs due to no fault of Ours. Client is strongly advised to keep additional local backup of all of stored data to mitigate against the unintentional loss of data. We can assist with providing additional data backup layers for the truly risk averse.

All BCDR Services that We provide to You will be listed in a related BCDR SOW. BCDR Services will be provided only to Devices listed or attached to the BCDR SOW. If you require additional Devices to have a Backup service protecting it, it is Your responsibility to bring that requirement to Our attention. Upon termination of a SOW that includes BCDR Services the Data associated with the BCDR Service will be removed from the BCDR Cloud Infrastructure at the termination date of the SOW.

You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:

- 3.4.1 any unauthorised BCDR Service or Software installed or used by You that We did not install; and
- 3.4.2 any problem, defect or malfunction associated with any BCDR Service supplied by third parties.

3.5 PRIVATE CLOUD SERVICES

All PCF Services that We provide to You will be listed in a related PCF SOW. PCF Services will be provided only to Users and Devices listed or attached to the PCF SOW. If you require additional Devices or Users to have PCF services it is Your responsibility to bring that requirement to Our attention. Upon termination of a SOW that includes PCF Services hosted on TNS infrastructure, the Data associated with the PCF Service will be removed from the PCF Cloud Infrastructure at the termination date of the SOW. If Your PCF Service utilizes Your Devices, We will only uninstall the PCF Software providing the Service.

You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:

- 3.5.1 any unauthorised PCF Service or other Cloud Synchronization Software installed or used by You that We did not install; and
- 3.5.2 any problem, defect or malfunction associated with any PCF Service supplied by third parties.

3.6 TELECOM SERVICES

All Telecom Services that We provide to You will be listed in a related Telecom SOW. Telecom Services will be provided only to Devices and/or Network Sites listed or attached to the Telecom SOW. If you require additional Devices or Network Sites to have Telecom Services it is Your responsibility to bring



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that requirement to Our attention. Upon termination of an SOW that includes Telecom Services any DID phone numbers must be Ported to an alternative carrier prior to the termination date of the Telecom Services.

You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:

- 3.6.1 any unauthorised Telecom Service installed or used by You that We did not install; and
- 3.6.2 any problem, defect or malfunction associated with any Telecom Service supplied by third parties.

3.7 INFRASTRUCTURE HOSTING SERVICES

All Hosting Services that We provide to You will be listed in a related Hosting SOW. Hosting Services will be provided only for Devices or Infrastructure listed or attached to the Hosting SOW. If you require Hosted Infrastructure it is Your responsibility to bring that requirement to Our attention. Upon termination of a SOW that includes Hosting Services the Data associated with the Services will be removed from the Cloud Infrastructure at the termination date of the SOW. Such Data may include Cloud Hosted file and folder Data, Website content and programming, Internet Domain Name registrations, and/or DNS records.

You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:

- 3.7.1 any unauthorised Hosting Service used by You that We do not manage; and
- 3.7.2 any problem, defect or malfunction associated with any Hosting Service supplied by third parties.

4 RESPONSE AND REPORTING.

4.1 RESPONSE

We warrant and represent that We will provide the Services, and respond to any notification received by Us of any Issue pertaining to the System, in the manner and within the time period(s) designated in the applicable SOW ("Response Time"), except for (i) periods of delay caused by Your Downtime (defined below), Vendor-Side Downtime (defined below) or (ii) periods in which We are required to suspend the Services to protect the security or integrity of your System or Our equipment or network, or (iii) delays caused by a force majeure event.

4.2 SCHEDULED DOWNTIME

For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by Us which will not occur between Our normal business hours of 8:00 AM and 5:00 PM Monday through Friday without Your authorization or unless exigent circumstances exist, during which time We will perform scheduled maintenance or adjustments to Your network. We will use Our best efforts to provide You with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

4.3 YOUR DOWNTIME

We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Your actions or omissions ("Your Downtime").

4.4 VENDOR-SIDE DOWNTIME

We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or



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access to, the Services to the extent that such delays or deficiencies are caused by third-party service providers, third-party licensors, or "upstream" service or product vendors.

5 COMPUTER FUNCTIONALITY AND FITNESS FOR PURPOSE

5.1 SERVICE LIMITATIONS GIVEN THE SCIENCE OF COMPUTING

You acknowledge that a reasonable application of the Services may involve trial and error and that it is a science applied often in novel or unknown circumstances and involving experiment. In particular, You acknowledge that the Services may involve tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure an Issue that You are having. 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, You will always indemnify and hold Us harmless in the provision of our Services to You.

5.2 REASONABLE ASSISTANCE LIMITS

We are only obliged to provide what We consider, in Our absolute discretion, to be reasonable assistance in the circumstances (including with the installation and customisation of new software or hardware for You or any other Work) under any Service Plan and You will pay for additional work at the Rates unless otherwise agreed. Without limiting the discretion of Us to determine what reasonable assistance is, normally, reasonable assistance is limited to work done during Business Hours over a period of time not exceeding any period that We have allowed or allows for the Work or has estimated or estimates the Work will take, whether or not notice of the time allowed or estimated is given by Us to You.

5.3 RECOMMENDATIONS, SUITABILITY, FUNCTIONALITY AND FITNESS FOR PURPOSE

- 5.3.1 We may recommend that You purchase Goods provided by third parties from time to time;
- 5.3.2 Recommendations may be made in situations where You have made known to Us the purpose for which the Goods will be used or some function sought to be fulfilled;
 - 5.3.2.1 You acknowledge that We have no control over many factors involved with the suitability, function or fitness for purpose of Goods in an existing or new computer environment, for example (i) the compatibility or ability of the Goods to fit into or perform to expectations in the receiving computer/internet environment; or (ii) the behaviour of third-party supplier, in relation to support;
- 5.3.3 You acknowledge that for a whole number of reasons outside of Our control, the Goods may fail to meet Your expectations, may not turn out to be fit for all or any of the purposes sought, may not be suitable or may not function properly in all or any respects;
- 5.3.4 You acknowledge that the Services provided by Us may involve the very task of seeking to customise Goods so they may be fit for particular purposes and that customisation may be a very substantial project in itself;
- 5.3.5 Accordingly, You will accept the sole responsibility for, and indemnify and hold Us harmless in respect of:
 - 5.3.5.1 decisions as to whether or not to follow recommendations by Us;
 - 5.3.5.2 decisions as to whether or not to purchase or customise Goods or obtain Services for



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5.3.5.3 that or any other purpose; and any failure or defect in suitability, function or fitness for purpose of any Goods and/or Services, including a responsibility to obtain Your own independent advice or second opinion from a suitably qualified person;

5.3.5.4 Where We provide Services with a view to achieving Your purposes, suitability, function or fitness for purpose (whether expressed, agreed or otherwise), You must pay for those Services on time without any set-off or counter-claim, whether or not We are able to achieve any of such purposes, suitability, function or fitness for purpose, provided always that We have acted in good faith and have made what We consider, in Our absolute discretion, to have made all reasonable endeavours to achieve those outcomes.

5.3.6 **Testing Procedures:** You will follow the instructions of Ours with regard to testing or troubleshooting any problems and that if those do not resolve the outstanding problems, We will, subject to these Conditions, allocate such resources as We consider reasonable in the circumstances towards their resolution.

6 THIRD PARTY AUTHORISATIONS

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 authorisation for Us to deal on Your behalf. It is Your responsibility to ensure that We are able to deal freely with these providers.

All copyright in custom software that we use remains the sole property of Ours or the Custom Software Vendor's unless alternate arrangements are made as part of a separate software agreement.

7 YOUR RESPONSIBILITIES

7.1 RAISING SERVICE REQUESTS

In order for Us to provide You with the agreed Service, You agree to follow Our process for lodging of Service Requests as outlined in the Lodging of Service Requests Procedure (https://technorth.ca/raising_service_requests).

7.2 ACCESS TO SYSTEMS, SITES AND PEOPLE

7.2.1 Site Access

You will be responsible for obtaining proper and adequate permission for Us to enter upon and operate within the lands and properties designated as Your work area. In order to provide You with the agreed Service, You agree to give Us access to various items of Yours including but not limited to, equipment, people and sites as and when required.

7.2.2 Equipment and Facilities

You agree that We may utilize necessary equipment owned by You while completing the work. You retain title and ownership of all equipment owned by You and utilized by Us and must grant authority for Us to access Your facility. Facility access may be denied for any reason at any time, however, if access to facilities is denied, You understand that We may be unable to perform the duties as agreed herein. If such a situation should exist, We shall not be responsible for lack of performance of said duties.

7.2.2.1 You agree to allow Us to install software on Your Equipment that allows Our



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technicians to access Your systems at any time. This software allows Us to view system statuses, send monitoring information, see Users' desktops and control Your PC's. This may require that devices are left on overnight or weekends to conduct Proactive Maintenance and/or other Work.

7.3 PASSWORDS

You acknowledges that We must have access to any and all systems and resources to perform the duties under this Agreement and any attached SOW. As such, We must have access to the necessary passwords as agreed between both Parties. Passwords shall be considered Confidential Information for the purposes of this Agreement.

Client acknowledges Terms and Conditions referenced in these SOW-MITS-TCs:	
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RAISING A SERVICE REQUEST PROCEDURE

https://technorth.ca/raising_service_requests

RAISING A SERVICE REQUEST PROCESS

When you contact us to lodge a service request only the methods below must be used:

Phone: 250-692-7999 or Toll Free: 1-877-692-7997

Email: support@technorth.ca

Web Portal: <https://www.technorth.ca/portal>

Include a short description of the Issue or Problem and any screenshots of errors to assist in the resolution of the issue.

Other pertinent information required to make a complete and accurate ticket include:

- The Organization Name;
- The Network Site Location where the Issue is occurring;
- The User Name, if applicable;
- The System Name, if applicable; and
- Issue Contact information (Name, Phone number and Extension, Mobile phone number, email address, hours of availability);

If the issue is being lodged by either phone or external email you must include all of the pertinent information listed above to ensure a timely and efficient response to the Issue.

Service requests must not be lodged directly with technicians, as this detracts them from resolving the current issue they may be working on. Please use the correct channels for communications so that the Triage System used to determine priorities for Technician work can be utilized effectively.

SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

Service Requests that must be addressed outside of business hours must be raised by phone (charges may apply for after-hours work, depending on your Service Agreement). If not, the Service Request will be viewed on Our next Business Day.



IT Services SOW Terms and Conditions

THIRD PARTY SOFTWARE LICENSING LINKS

Microsoft

- Office/Microsoft 365:
<https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>
- All Microsoft Software:
<https://www.microsoft.com/licensing/terms/product/ForAllSoftware/all>
- Microsoft Data Protection Adendum:
<https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA?lang=1>

Google Workspaces

Datto BCDR

Kaseya

United Cloud

SentinelOne

Watchguard

Flywheel

Gladinet

Huntress

Galactic Advisors

uSecure