

This "Agreement" between the Service Provider and the End User:

Effective: June 11, 2019

Service Provider:

Schneider's Computing Ltd.

85 Ontario Rd Mitchell ON N0K 1N0

End User:

End User/Client Listed in the Agreement

General Terms and Conditions:

1. Scope of Services

The Service Provider agrees to provide managed IT services, including but not limited to network management, data backup, cybersecurity, software updates, and technical support, as outlined in the Service Schedule.

2. Service Levels

The Service Provider shall adhere to agreed-upon service level agreements (SLAs) regarding response times, resolution times, and availability of services.

3. Fees and Payment Terms

Fees for services will be specified in the Service Schedule. Payments are due upon receipt of the invoice date. Late payments may incur interest charges. Payments will be deducted from pre-authorized debit or credit card on the 1st and 15th of each month.

4. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of 60 months. Either party may terminate the Agreement with 30 days written notice. Immediate termination is permissible for breach of terms. All agreements will automatically renew for a 60 month period, if there is no notice to terminate. Termination must be made in writing to billing@scomputing.ca.

5. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information and not disclose it without prior written consent unless required by law.

6. Liability Limitations

The Service Provider's liability for any claims arising from this Agreement shall not exceed the total fees paid under this Agreement in the preceding 12 months, except for liabilities arising from gross negligence or willful misconduct.

7. Indemnification

Both parties agree to indemnify and hold each other harmless from any claims, losses, damages, or expenses arising out of their respective actions or omissions in connection with this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Service Provider is located.

9. Amendments

Any amendments to this Agreement must be in writing and signed by both parties, except for services added to the agreement. Any services added to the agreement will form part of the agreement.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

11. Ownership of Intellectual Property & Property

All intellectual property and related material, including any trade secrets, moral rights, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, graphic design, custom coding, security certificates and trade name ("The Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Service Provider. The client can transfer the rights of this intellectual property upon termination of this Agreement, and payment of all termination fees and intellectual property transfer fees, as deemed necessary by the Service Provider and this Agreement.

12. Exclusivity

The parties acknowledge that this Agreement is exclusive and that either Party will not engage, during the Term, to engage or contract with third parties for the provision of services similar to the Services.

TECHNICAL MSP Terms and Conditions of Agreement:

The End-user agrees to install remote network monitoring software on their systems from the Service Provider in the quantity and under the terms set out in the Agreement.

- SERVICES INCLUDED:** REMOTE/ON-SITE service performed in the frequency selected for the following services: windows updates, device troubleshooting, virus updates/repair, repair and monitoring, system clean-up, system maintenance, and monitoring of server back-up (if a server is present). The Service Provider is not responsible for data loss; however, the Service Provider will make reasonable efforts to check back-ups are working, if present. It is the End-Users responsibility to check the back-ups are working on a regular basis. The Service Provider only checks the back-ups on the frequency chosen. All phone calls and remote login assistance and basic remote support for the equipment covered under the service plan, is part of the monthly service agreement. All on-site visits and hardware repairs/replacements required will be billed as needed. The Service Provider will also clean-up the computers and the server(s)

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covered under this service plan, on a monthly basis, once a month, and the server will have all updates and patching completed once per month.

2. **ADDITIONAL FEES:** If hardware is found to be non-operational or needs on-site repair the hourly discounted rate for service is *\$99/hr (reg. \$140/hr). Clients with a remote technical service plan subscription will receive priority support over non-contracted clients. All hardware replacements or purchases will be billed for the regular MSRP (manufacturer's suggested retail price). All after-hours support beyond 9am-5pm weekdays, and Saturday 10am-4pm, will be billed at *\$129/hr. Each after-hours on-site visit will include a trip travel charge of *\$35. If two technicians are dispatched, an hourly rate of *\$140/hr will apply.

WARRANTY:

3. On all computer repairs, upgrades and troubleshooting, and service(s) performed, we offer a 30 day warranty period on work performed on hardware. This does not include any software or issues created and/or caused by the end user such as infection with viruses, spyware, installing or removing software, tampering with the settings, etc.

4. Schneider's Computing Ltd. warranty does not cover any misuse, tampering, abuse, fire, theft, accidental damage, power surges, power spikes or brownouts. This applies to all our services.

5. You will void any warranty with Schneider's Computing Ltd. if you or any other unauthorized person opens the housing or enclosure, adds or removes any device from the computer, removes our cables, changes any settings in the network, moves any data jacks that we install or uses the equipment in a way outside the scope of its design. The original manufacturer's warranty may still apply.

6. **DATA BACK-UP:** Schneider's Computing Ltd. makes every reasonable effort to protect your data. However, it is possible that data can be lost due to factors beyond our control. You, the End User are responsible for backing up your data. The Service Provider may back up your data for you at your request, or if you order off-site data back-up for your data, if your system has the necessary components to do so on-site, or by other means at our store. Schneider's Computing Ltd. will not be held responsible in any way for lost data or any loss of revenue or income resulting from such loss. The End User understands that ALL DATA WILL BE LOST if we have to format your hard drive and it is not backed up, including any applications that are not included with your version of Windows. The End User also acknowledges and agrees that during the course of service, data (personal files) can become corrupt or unusable; in such case you cannot hold Schneider's Computing Ltd. responsible.

7. **SOFTWARE RULES:** You, as the customer, understands Schneider's Computing Ltd. will not install Windows without a valid Windows license and Windows disk. If you do not provide a Windows disk and license and Windows is not on a secondary partition of your hard drive, you agree to pay Schneider's Computing Ltd. for a new Windows disk and license. You understand that if you do not provide application or productivity software disk(s) and license(s), you will lose that software program(s) and all related files. If Schneider's Computing Ltd. needs to re-install any

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program without a legal disk(s) and license(s), you, as the End User, agree to pay full retail price for the software(s) and the license(s).

8. HARDWARE FAILURE: Schneider's Computing Ltd. will make every reasonable effort to ensure the safety of your equipment, but in the course of normal service and/or troubleshooting, tests may be performed or actions taken that place the equipment under considerable stress resulting in the partial or total failure of previously functional items, especially if the equipment is past its useful life expectancy. Under no circumstances can Schneider's Computing Ltd. or its staff or representatives be held liable for this failure, or for any loss, financial or otherwise, incurred as a result of these tests. **9. REOCCURRING ISSUES:** If your computer problem reoccurs subsequent to service, or another problem occurs, this will be considered a separate issue, and if service is requested, you will be charged our regular rate. Hardware warranty is via original manufacturer only, unless otherwise specified in the contract.

10. CONSENT: Schneider's Computing Ltd. will not do any work without your consent. If our technicians find additional problems with your system other than what was originally discussed, you will be notified with an estimate before any such work is undertaken. If you agree, the additional work will be done and charges will be adjusted accordingly. If you do not want the work undertaken, the minimum diagnostic fee still applies.

11. REFUSAL OF WORK: Schneider's Computing Ltd. reserves the right to reject service to anyone at any time depending on the circumstances. You are required to let our technicians know of any existing damage. If you fail to do so, Schneider's Computing & Websites Ltd. and our technicians will not be responsible for any further damage caused by not being aware of the existing damage.

PROPERTY/PAYMENT TERMS:

12. Computers or equipment placed in the care of Schneider's Computing Ltd. shall remain in the custody of Schneider's Computing Ltd. until such time as payment for services rendered has been made in full. All equipment purchased from Schneider's Computing Ltd. not yet paid for in full remains the property of Schneider's Computing Ltd..

13. Any End User owned equipment left in the custody of Schneider's Computing Ltd. for more than 45 days will be considered abandoned and may be disposed of as Schneider's Computing Ltd. sees fit.

14. RENEWAL: The agreement will renew every 60 months for a subsequent 60-month term, without written notice to cancel 30 days ahead of renewal.

TERM of AGREEMENT:

All agreements are for a period of 60 months commencing on date the Agreement is accepted or signed (the "Commencement Date"). Payment is due in equal consecutive installments based on the frequency of the service, with the first payment being due and payable upon the Commencement Date.

TERMINATION:

16. Upon termination of this Agreement for any reason, the full amount owing for the term of this Agreement or the Monthly Fees associated with any subsequent renewal Agreements will become due and payable immediately. Termination notice must be made in writing. The End-user agrees to pay all legal costs and fees to the Service Provider for all fees and costs associated with collecting the termination fees. All property including passwords will not be released until the termination fees are settled and clear the bank, and termination fees must be paid in full to release any intellectual or physical property. Any equipment installed may be used as collateral, and a court order to collect any equipment in lieu of partial payment may be accepted including any leased equipment, but equipment may not be used against full value of termination. Equipment will be valued at 50% less initial purchase value for each year it is in service.

17. The use of the Agreement may be suspended or terminated by Service Provider at any time without further notice to End-user for non-payment of the Monthly Fees or any portion thereof. The End-user is responsible for the termination fees if this agreement is cancelled due to non-payment. The End-user agrees to pay all legal costs and fees to the Service Provider for all fees and costs associated with collecting the termination fees.

18. The Director, Principal, or Sole Proprietor agrees to be personally liable for all fees, termination fees, costs, and legal fees and costs.

TAXES:

19. *Plus applicable taxes. HST applies above and beyond all fees in this agreement. HST applies to all services and goods purchased from the Service Provider. Some products have mandatory environmental fees that also apply.

ACCEPTANCE:

In signing or accepting the services in this Agreement, the End Users agrees to and accepts all of the terms and conditions. In the absence of a signature, acceptance may be gathered by proof of providing the terms and conditions to client via electronic or other means.