



Managed Services General Terms and Conditions

COVERAGE

Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by TOTLCOM Inc. through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding TOTLCOM holidays unless other provisions are made for specific services. Network Monitoring Services are provided 24/7/365.

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of the scope of work specific to the service provided. Email is not monitored after hours, for emergency calls after hours, please call 800-300-5500. We will provide support and replacement of all hardware and systems where specified provided that all software is genuine, currently licensed, and vendor-Supported. Hardware or systems failing to meet these provisions, will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

TOTLCOM will provide ongoing monitoring and security services of all critical devices as indicated in the applicable Appendix or Attachment to the MSA. Monthly or quarterly reports will be provided as well as documented critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, TOTLCOM will make every attempt to rectify the condition in a timely manner through remote service or on-site support when necessary.

To qualify for TOTLCOM Managed Services, the following is required:

1. 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.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running **Windows 10 or later** and have all of the latest Microsoft Service Packs and Critical Updates installed and be at minimum Intel i3 processor or similar class. *Windows 7 will no longer be supported by Microsoft after January 14, 2020, meaning no technical support, no software updates and no security updates, leaving those systems, when connected in any way to the internet, at very high risk.*
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported
4. The environment must have a currently licensed, up-to-date and Vendor-Supported FIREWALL and Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. 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.
6. All Wireless data traffic in the environment must be securely encrypted.

Dealing With Chronically Failing Equipment

Experience has shown that equipment belonging to the client which initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are

accomplished. Should this occur, while rare, client agrees to work constructively and positively with TOTLCOM INC. to replace the equipment at additional cost through TOTLCOM INC.

Equipment owned by TOTLCOM

Client agrees that all equipment provided by TOTLCOM will remain sole property of TOTLCOM, which retains a 100% security interest. Client agrees and understands that equipment belonging to TOTLCOM is to be maintained completely by TOTLCOM INC. Any tampering, repair attempt or service completed by another party on the equipment listed in Proposal could result in the immediate cancellation of this agreement.

SERVICES NOT INCLUDED

Unless specifically included elsewhere, service rendered under this Agreement do not include the following:

1. Parts, equipment or software for Client telecommunications systems which are not specifically listed in the Sales Quote/Proposal/Attachment or Statement of Work.
2. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
3. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
4. The cost to bring Client's environment up to minimum standards required for Services.
5. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Service and repair made necessary by the alteration or modification of equipment other than that authorized by TOTLCOM INC., including alterations, software installations or modifications of equipment made by Client's employees or anyone other than TOTLCOM INC.
7. Maintenance of Applications software packages, whether acquired from TOTLCOM INC. or any other source unless specified in Sales Quote/Proposal.
8. Programming (modification of software code) and program (software) maintenance.
9. Training Services unless specified elsewhere.
10. Support agreements do not include replacement of or parts required for repairs on printers, screens or peripherals, (PDA's, Point of Sale Scanners, Digital Cameras, Cell Phones nor any other specialized accessory), unless this equipment was specifically included under this agreement.

Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered under this service agreement and will be invoiced separately.

RANSOMWARE

TOTLCOM makes every effort to protect your system/s from various cyber attacks, including "Ransomware". However most successful ransom attacks happen because of compromised passwords. TOTLCOM is not responsible to pay Ransomware, however we will assist where possible in your system recovery. We recommend a continuous training program for everyone in the company, to minimize the danger of compromised passwords.

CYBER INSURANCE

Customers of TOTLCOM have access to reduced rate cyber insurance from a company who has that as their specialty. Please contact us if you might be interested. We will put you in touch and confirm that we are providing cyber security services for you (required for the discounted rate). If your system is compromised and private information gets out, you could face serious monetary challenges. That is what insurance is for.