



Support Services Agreement

This Agreement is by and between Haycor Computer Solutions Inc., an Ontario corporation (“we”, “us”, or “HAYCOR”), and the person or entity signing below as Customer (“you” or “Customer”) and is made and entered into as of the latest date shown in the signature blocks below (the “Effective Date”).

This Agreement sets forth the terms and conditions upon which HAYCOR will provide services to Customer.

EXHIBITS

Exhibit A Support Services

Exhibit B Included in Maintenance

Exhibit C Service Rates

Exhibit D Backup Services

1. Definitions:

"Affiliate" means any entity which Controls, is Controlled by, or is under common Control with, directly or indirectly, HAYCOR or Customer.

"Agreement" means this Support Services Agreement together with any applicable Transaction Documents.

"Authorized User" means Customer's employees, consultants, contractors and agents: (i) who are authorized by Customer to access and use the Services under the rights granted to the Customer under this Agreement; and (ii) for whom access to the Services has been purchased.

"Business Day" means any day except a day that is a Saturday, a Sunday, a statutory holiday in the Province of Ontario, Canada, or any day on which banks are otherwise not open for business in the City of Toronto, Ontario, Canada.

"Control" (and the terms "Controlled by" and "under common Control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Covered Equipment" means any device included in Services, whether owned by Customer or provided by HAYCOR for Customer's use, including, but not limited to,



computers, printers, servers, routers, and mobile devices as well as the software necessary to operate such devices.

"Customer Data" means any data, information, Personal Information, or other material that Customer may store on HAYCOR equipment, networks, servers, etc. including but not limited to, databases, electronic files, text, images, audio, video, charts, and electronic mail documents.

"Data Protection Law" means any domestic or international rule, regulation, or legislation that may apply to data protection, privacy or Personal Information.

"IP Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereinafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Losses" means all claims, actions, proceedings, losses, liabilities, damages, judgments, settlements, awards, penalties, fines and all associated and reasonable costs and expenses.

"Person" means any individual, corporation, partnership, unlimited liability company, government authority, unincorporated organization, trust, association or any other entity.

"Personal Information" means information about an identifiable individual and has the same meaning as set out in the *Personal Information Protection and Electronic Documents Act* (Canada).

"Support Services Agreement" means this Support Services Agreement, as may be updated, amended or restated from time to time.

"Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to HAYCOR.

"Transaction Document" means any statement of work, contract, agreement, quote, proposal, support guide or agreement, letter agreement, email correspondence or similar document describing the Services to be performed by HAYCOR that is (i) entered into between Customer and HAYCOR, or (ii) delivered by HAYCOR to Customer and accepted by Customer, as may be updated, amended or amended and restated from time to time.

2. SUPPORT SERVICES AGREEMENT



2.1 **Services.** HAYCOR shall provide Customer with the services described in this Agreement (which includes, for greater certainty, any Transaction Document) and as further described in any exhibits attached hereto (the "**Services**"). All such Services shall be subject to the terms and conditions of this Agreement and any further terms or conditions contained in the Exhibits. The term "Services", when used within an Exhibit attached hereto, shall refer to the services to be provided under that Exhibit only.

2.2 HAYCOR reserves the right, in its sole discretion, to revise and update this Support Services Agreement from time to time upon providing Customer with at least thirty (30) days' prior written notice. Customer's continued use of the Services following such notice period shall constitute acceptance of such revisions; provided that no such revisions will materially and adversely affect the core Services without Customer's prior written consent.

2.3 **Additional Exhibits.** The parties may agree to incorporate further exhibits into this Agreement but only where both parties have executed and agreed upon the exhibit in writing.

2.4 **Remote Access.** HAYCOR will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in this manner, HAYCOR will schedule appropriate HAYCOR personnel for an on-site visit. HAYCOR reserves the right to dispatch such personnel for any phone support exceeding 30 minutes or at the sole discretion of HAYCOR should common practice dictate it would be more efficient to address the issue onsite.

3. SERVICE MANAGEMENT

3.1 **Service Availability.** Coverage parameters specific to the service(s) covered in this Agreement are as follows

3.1.1 **Telephone Support:** 8:30 am to 5:00 pm Monday – Friday. Calls received outside of office hours will be forwarded to our after-hours support staff to action the call, however. Calls deemed to be of a "Critical" or "High" level, as described in Exhibit A hereto, will be returned after hours.

3.1.2 **Email Support:** 8:30 am – 5:00 pm Monday through Friday – Emails received outside of office hours will be collected, and action will be guaranteed on the next working day. Emails deemed to be of a "Critical" or "High" level will receive a response after hours.

3.1.3 **Onsite Assistance** – guaranteed by next business day. Critical issues will be responded to same day.



3.2 Service Requests. Subject to the foregoing, HAYCOR will respond to service related incidents and/or requests submitted by the Customer within the time frames outlined in Exhibit A.

3.3 NON-EXCLUSIVITY. The parties hereto agree that this Agreement is non-exclusive and that either party hereto is free, during and after the Term, to engage with third-parties for the provision of services similar to the Services.

4. SERVICE FEES AND PAYMENT SCHEDULE

4.1 Initial Setup Fee. HAYCOR will perform any installations (if applicable) as provided for in this Agreement. Customer agrees to pay any installation fees defined herein.

4.2 Fees. As compensation for the Services provided hereunder, the Customer agrees to pay to HAYCOR the fees set out in any quote(s), proposal(s), letter agreement(s), email correspondence or similar document(s) that is/are (i) entered into between the Customer and HAYCOR or (ii) delivered by HAYCOR and accepted by Customer, as may be updated, amended or amended and restated from time to time (the "**Fees**").

4.3 Billing. Fees will be invoiced on or about the 1st day of each month in which Services are provided.

4.4 Fees for Per-Unit Services. For Fees based on a per-unit charge, customer agrees to pay any additional Fees arising from an increase in the number of units billed, whether they be devices, storage, bandwidth, etc. Additionally, HAYCOR may invoice Customer for all additional approved services, charges, hardware, software, and any taxes applicable thereon at such time as such additional approved services, charges, hardware, and software are requested by the Customer.

4.5 Payment Terms. Customer agrees to remit payment in full for the Fees on each invoice issued by HAYCOR within 10 days after the issuing date of such invoice. Customer will facilitate payments to HAYCOR via e-transfer, electronic funds transfer, cheque, or other payment method as HAYCOR may request from time to time.

4.6 Late Payment. If Customer fails to make any payment of any Fees when due, then, in addition to other remedies which may be available to HAYCOR at law: (i) HAYCOR reserves the right to charge and collect a late payment fee on any unpaid, past-due amount, equal to the lesser of (A) two percent (2%) per month or (B) the highest interest rate legally permitted; (ii) Customer shall reimburse HAYCOR for all reasonable collection expenses, including reasonable legal fees and court costs incurred in the collection of delinquent accounts payable; (iii) if any amounts remain past-due for seventy-five (75) days following



the issuing date of such invoice, HAYCOR may immediately suspend the performance of the Services (including, but not limited to, Customer's access to such Services) until all past-due amounts and any interest thereon are paid in full, without incurring any obligation or liability to Customer or any other person by reason of such suspension, and such suspension shall not be deemed a termination of this Agreement. If such failure to pay continues for one hundred and five (105) days following the issuing date of such invoice, HAYCOR may terminate this Agreement and the Services (including, but not limited to, Customer's access to the Services).

4.7 Hourly Rate. The hourly rates for all HAYCOR personnel are set out in Exhibit C and may be adjusted by HAYCOR upon at least sixty (60) days' prior written notice to the Customer. The hourly rate applies to time worked and is not contingent upon the successful resolution of any issue.

4.8 Billing Zone. If the address of the Customer's property at which on site Services are to be performed is within a thirty (30) kilometer radius of HAYCOR's head office, hourly charges for on-site service will begin when a billable staff member arrives at the Customer's property and end when that billable staff member leaves the Customer's property. If the address of the Customer's property at which on site Services are to be performed is beyond a thirty (30) kilometer radius of HAYCOR's head office, hourly charges for on-site service shall begin when a billable staff member leaves HAYCOR's head office and end when that billable staff member leaves the Customer's property. If the Customer is on our 'All In or Complete' packages, only travel charges will be billed to the Customer.

4.9 Rates. HAYCOR's rates for Services provided under this Agreement are set out in Exhibit C hereto. Rates for Services are subject to increase where Services are provided outside of normal business hours as further set out in Exhibit D hereto. For the purposes of this Agreement, "normal business hours" are defined as Monday through Friday, 8:30 AM through 5:00 PM EST.

4.10 Travel Expenses. HAYCOR shall invoice Customer for any travel expenses required in performance of the Services, including, but not limited to, any fees for parking and/or tolls.

4.11 Additional Charges. The Customer shall be responsible for all applicable goods and services tax, sales tax, service, use and excise taxes, and any other similar taxes or charges (including any Canadian Goods and Services Tax or Harmonized Sales Tax) imposed by any governmental authority on amounts payable under this Agreement. All such amounts are in addition to the Fees.



4.12 Inflation Adjustment. All Fees set out in this Agreement (and for greater certainty, any Transaction Documents) may be adjusted annually on the anniversary date of this Agreement by a maximum of five percent (5%) to account for inflation and increases in operating costs.

4.13 Third-Party Vendor Pricing Adjustments. Certain services provided under this Agreement include third-party software, licensing, cloud services, and vendor-provided products, including but not limited to Microsoft licensing. Microsoft licensing is subject to Microsoft's New Commerce Experience (NCE) terms and commitment requirements.

Pricing for these services is determined by the applicable vendor and may change during the term of this Agreement. If a vendor increases its posted or partner pricing, Haycor reserves the right to adjust the applicable Fees to reflect such vendor price changes immediately, regardless of the Agreement anniversary date. Haycor will provide reasonable notice of any such vendor-driven pricing adjustments.

4.14 Outstanding Transaction Documents. HAYCOR reserves the right to revise any Fees set out in this Agreement, if this Agreement (or any Transaction Document) is not accepted in writing by the Customer within thirty (30) days after issuance of such Transaction Document by HAYCOR.

4.15 No Set-Off. All amounts payable to HAYCOR under this Agreement shall be paid by the Customer to HAYCOR in full without any set-off, recoupment, counterclaim, deduction, debit, or withholding for any reason and without deduction or withholding of tax as may be required by applicable law. If any such deduction or withholding is required, Customer shall pay the stated amounts payable under this Agreement in full in addition to such deduction or withholding.

5. TERM AND TERMINATION

5.1 Term. The initial term of this Agreement shall commence on the date of deployment, starting at the beginning of the calendar month in which Services are deployed, and shall continue for **two (2) years thereafter** (the "Initial Term"). This Agreement shall automatically renew for successive **one (1) year** terms (each being a "Renewal Period"), unless either party provides written notice of its intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Period. The Initial Term and any applicable Renewal Period(s) are collectively referred to herein as the "Term."

In the event either party terminates this Agreement effective at the end of the Initial Term or any Renewal Period in accordance with this Section, all obligations of the parties shall



cease as of the effective termination date, **except for any payment obligations or other liabilities accrued prior to such termination, and any provisions which by their nature are intended to survive termination.**

Notwithstanding the foregoing, **certain individual Services may be subject to their own separate minimum commitment terms.** Any such Services and their applicable commitment terms shall be **proposed in writing and confirmed at the time such Service is onboarded.** If this Agreement is terminated and any such individual Service remains within its applicable commitment term, **Client shall remain responsible for payment of the remaining fees associated with that individual Service,** which shall survive termination of this Agreement.

5.2 Termination for Customer Insolvency. HAYCOR may terminate this Agreement without notice if Customer: (i) acknowledges itself as insolvent; (ii) ceases to carry on business in the ordinary course; (iii) makes a general assignment for the benefit of its creditors; (iv) has issued against it a bankruptcy order or otherwise becomes subject to any voluntary or involuntary proceeding under any domestic or foreign bankruptcy law; (v) commences or institutes or is subject to any application, proceeding or other action under any law relating to its bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors or compromise of debts; or (vi) has a receiver, interim receiver, receiver and manager, trustee, custodian, conservator, or other similar official appointed for it or for all or any part of its assets.

5.3 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within sixty (60) days after receiving written notice describing the breach in reasonable detail.

Notwithstanding the foregoing, Haycor may suspend or terminate Services upon written notice if Customer fails to pay undisputed amounts when due and such failure continues for fifteen (15) days following written notice of non-payment.

Termination of this Agreement shall not relieve Customer of any obligation to pay outstanding Fees or any financial commitments associated with third-party services, licensing, or subscriptions procured on Customer's behalf prior to the effective date of termination.

5.4 Termination for Serious Misconduct. HAYCOR shall have the right to terminate this Agreement immediately without notice on the happening of any of the following events:



5.4.1 Mistreatment of HAYCOR representatives (verbally, emotionally or physically);

5.4.2 Failure to cooperate to the point that it impedes HAYCOR's ability to render the Services;

5.4.3 Abuse of any equipment or software, etc.

Where practicable, HAYCOR will make reasonable efforts to coordinate an orderly transition of Services following termination under this section.

5.5 Termination for Convenience. Customer may terminate this Agreement for convenience prior to the expiration of the Initial Term or any Renewal Period by providing at least ninety (90) days written notice to HAYCOR.

In the event of such termination, Customer agrees to pay HAYCOR an early termination fee equal to **fifty percent (50%) of the remaining Fees that would have been payable for the balance of the then-current Term**, calculated based on the most recent recurring monthly service fees.

For clarity, this early termination fee applies only to Haycor's managed service fees and **does not include third-party software, licensing, hardware, cloud services, or vendor subscriptions**. Customer remains responsible for **one hundred percent (100%) of all remaining commitments associated with third-party services or licenses where HAYCOR has an obligation for applicable licenses**, including but not limited to Microsoft licensing, for the remainder of the applicable vendor commitment period.

Upon termination, Haycor will reasonably cooperate with Customer to transition services. **Any transition or offboarding services requested by Customer will be treated as a separate billable project and charged at Haycor's then-current professional service rates.**

5.6 Obligations on Termination. Upon any expiration or termination of this Agreement: (i) any and all rights, licenses, consents and authorizations granted by HAYCOR to Customer will immediately terminate; (ii) Customer shall immediately cease use of any and all Services and any and all technology, equipment, etc. owned by HAYCOR; (iii) HAYCOR may disable Customer's access to the Services; (iv) all Fees and charges relating to any Services performed by HAYCOR, including without limitation, any reimbursable expenses incurred by HAYCOR up to the effective date of termination or expiration will immediately become due and payable to HAYCOR without demand thereon.



5.7 Effect of Suspension/Termination. Customer agrees that if Customer's access to the Services is suspended in accordance with Section 4.6, or if this Agreement is terminated for any reason, HAYCOR will be released from any and all liabilities and obligations arising from this Agreement, including the obligation to provide the Services. Customer waives the right to pursue any and all remedies against HAYCOR based on, without limitation, causes of action which relate to Customer's subsequent lack of access to the Services or any part thereof.

5.8 Costs on Default. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages legal counsel to preserve or enforce such rights under this Agreement, including the collection of any payments due.

5.9 Survival. Upon termination or expiration of the Agreement, the rights and obligations of the parties set forth in Section 4 (SERVICE FEES AND PAYMENT SCHEDULE), Section 5 (TERM AND TERMINATION), Section 6 (OWNERSHIP OF DATA), Section 7 (CUSTOMER RESPONSIBILITIES), Section 8 (DATA SECURITY), Section 9 (DATA PROTECTION), Section 10 (LOANED EQUIPMENT), Section 13 (INDEMNITY), Section 14 (REPRESENTATIONS AND WARRANTIES), Section 15 (LIMITATION OF LIABILITY), Section 16 (INTELLECTUAL PROPERTY), Section 17 (CONFIDENTIALITY), as well as any other provisions of this Agreement that, by their nature, are intended to survive termination or expiration of the Agreement, shall survive such termination or expiration.

6. OWNERSHIP OF DATA. Backup data that Customer stores, uploads, or otherwise flows through HAYCOR's network, servers, hardware, etc., while utilizing the Services, remains the sole property of the Customer. If this Agreement is terminated or expires for any reason, HAYCOR will assist Customer in the orderly transition of Services. Customer agrees to pay HAYCOR for its rendering assistance during such transition period. Such assistance will be provided in accordance with the rates set out in Exhibit C.

7. CUSTOMER RESPONSIBILITIES

7.1 Customer will provide HAYCOR with all appropriate usernames and passwords required to access network resources (i.e. administrator usernames and passwords, router telnet passwords, etc.) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information to HAYCOR when required.

7.2 Customer will provide HAYCOR with all necessary administrator usernames and passwords required to access any Covered Equipment. HAYCOR will administer such



usernames and passwords and may change such usernames and passwords as is necessary to protect such Covered Equipment. In the event that HAYCOR changes any such usernames or passwords, HAYCOR will provide Customer with notice of the new usernames and passwords. Customer acknowledges and understands that, upon the issuance of administrator usernames and passwords from Customer to HAYCOR, HAYCOR will perform Services in the capacity of administrator and will therefore have access to, but not be limited to, all servers, workstations, applications, software, Customer Data, firewalls, switches and routers. HAYCOR will only utilize this access on an as-needed basis for the purposes of monitoring, maintenance, setup, debugging and other user and device support as required in providing the Services under this Agreement.

7.3 Customer will acquire and maintain reliable Internet access to facilitate provision of the Services. Customer understands that all expenses relating to the acquisition, installation and maintenance of Internet access shall be borne exclusively by Customer unless specifically stated otherwise in this Agreement.

7.4 Customer will provide HAYCOR with a primary contact in respect of contractual matters and technical matters. This primary contact shall be authorized to make decisions regarding the addition of Services, users, access, etc. Customer shall provide all required contact information for the primary contact to allow HAYCOR to reach the primary contact as the need may arise. Additionally, to facilitate provision of the Services, Customer will provide HAYCOR with all necessary contacts from other service providers, such as telephone and internet service providers. Customer will assist HAYCOR in obtaining any necessary information from such service providers as is necessary for HAYCOR to provide the Services under this Agreement.

7.5 Where remote monitoring of and remote access to Covered Equipment is provided in the Services, Customer will allow HAYCOR to install necessary software to provide such monitoring and access, and Customer will not modify or remove such software without the permission of HAYCOR

7.6 Where provided as part of the Services, HAYCOR will administer the creation, modification, and deletion of users. Customer's primary contact shall give HAYCOR permission to provide such services as required.

7.7 Customer shall not: (i) license, sublicense, sell, resell, rent, lease, timeshare, transfer, assign, distribute, publish or otherwise commercially exploit or make available in any way, to any Person, the Services and any service or software or other materials or information included with the Services; (ii) copy or make derivative works of, or otherwise modify, any



Services or software or other materials or information included with the Services; (iii) create internet "links" to any Services or "frame" or "mirror" any Services on any server or wireless or internet-based device; or (iv) reverse engineer, disassemble, decompile, decode, adapt or access any Services in order to build competitive products or services.

7.8 Customer shall provide HAYCOR's personnel and any of its subcontractors full cooperation and timely access to all required Customer personnel and systems in order for HAYCOR to perform the Services. Customer is responsible and agrees to review and respond to all documents, requests and approvals required by HAYCOR from Customer in a timely manner.

7.9 The Customer is responsible for all activities relating to Customer's access and use of the Services and for compliance with all applicable laws in using the Services, including, without limitation, those relating to data privacy, international communications, and the transmission of data and Personal Information.

7.10 Customer agrees not to disclose or provide access to any Services to any Person, except for Authorized Users. Customer agrees to only use the Services for the purposes permitted by this Agreement.

7.11 Customer shall not use the Services in any way that infringes upon the IP Rights of any Person, including, without limitation, HAYCOR.

7.12 Haycor shall be responsible for the configuration, operation, monitoring, and management of backup and recovery services **only for the specific systems, workloads, and data locations expressly defined as in-scope for backup** under this Agreement or an applicable Order Form or Schedule (the "Defined Backups").

Client acknowledges and agrees that **only data residing within the Defined Backups is protected by Haycor's backup services**. Haycor shall not be responsible for the backup or recovery of any data, systems, or locations not expressly identified as part of the Defined Backups.

Client remains responsible for ensuring that users save and store business-critical data within the Defined Backups and for notifying Haycor of any material changes to data locations or systems that may require modification of the Defined Backups.

8. DATA SECURITY.

8.1 HAYCOR is responsible for maintaining commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of all



Customer Data. HOWEVER, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY SET OUT IN SECTION 15 OF THIS AGREEMENT SHALL APPLY TO ANY CLAIM BY CUSTOMER AGAINST HAYCOR OR ITS AFFILIATES FOR ANY BREACH OF DATA OR SYSTEM SECURITY, OR OTHERWISE ARISING UNDER THIS SECTION.

8.2 HAYCOR does not own any data, information, Personal Information, or material that Customer stores, uploads, or which otherwise flows through HAYCOR's network, servers, hardware, etc. while utilizing the Services. Customer shall have the sole responsibility for all aspects of Customer Data, including, without limitation, its accuracy, legality, ownership, transmission and use. Subject to the foregoing, Customer hereby irrevocably grants all rights and permissions in or relating to any Customer Data as are necessary or useful for HAYCOR to perform and exercise its rights and obligations under this Agreement, including to enforce this Agreement.

8.3 HAYCOR shall have no obligation to retain any copy of Customer Data for longer than ninety (90) days after termination or expiration of this Agreement.

8.4 HAYCOR agrees to notify Customer as soon as it becomes aware of any actual or suspected unauthorized access of any of its systems and platforms that access, process or store Customer Data provided under, related to, or produced under this Agreement.

8.5 Customer acknowledges and understands that provision of the Services under this Agreement will involve the transmission of Customer Data over the internet, and over various networks, only part of which may be owned or operated by HAYCOR. Customer further acknowledges and understands that while HAYCOR will utilize industry-standard encryption technologies, Customer Data may be accessed by unauthorized parties when communicated across the Internet, Customer's local area network, network communication facilities, telephone or other electronic means. Customer agrees that HAYCOR is not liable for any Customer Data which is delayed, lost, altered, intercepted or stored during the transmission across networks including, but not limited to, the internet, Customer's local area network, network communications facilities, telephone or other electronic means.

8.6 Customer agrees that Customer is solely responsible for Customer Data and any loss, alteration or corruption thereof. Customer acknowledges and agrees that the creation and storage of copies of Customer Data for backup purposes will be the sole responsibility of the Customer, and HAYCOR will, at no time, possess copies of any Customer Data or backups thereof, unless otherwise expressly stated in a Transaction Document.



9. DATA PROTECTION. Customer acknowledges that HAYCOR does not monitor or control the content of the information flowing through HAYCOR's network, or stored on its networks, servers, hardware, etc. by Customer in the course of providing the Services under this Agreement. Therefore, Customer agrees that Customer shall comply with all applicable Data Protection Laws in respect of any Personal Information it collects, uses, and/or discloses in the course of its commercial activities. Customer, or any Person acting on Customer's behalf, shall not transfer any Personal Information to HAYCOR that is not in compliance with Data Protection Laws, or other legislation applicable to the Personal Information. CUSTOMER AGREES HAYCOR SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S BREACH OF ANY APPLICABLE DATA PROTECTION LAWS.

10. LOANED EQUIPMENT. If any equipment at the Customer site owned by HAYCOR is stolen, damaged or destroyed, Customer must pay the equivalent of the current retail replacement value of the device within 15 days of said event.

11. EQUIPMENT AND FACILITIES. Customer agrees that HAYCOR may utilize certain Customer equipment, and is hereby granted access to all Customer facilities, as required in order to perform the Services under this Agreement. Customer retains title and ownership in all Customer equipment owned by Customer but utilized by HAYCOR in the performance of the Services hereunder. Facility access may be denied for any reason at any time. However, if access to Customer facilities is denied, Customer understands that HAYCOR may be unable to fully perform its obligations under this Agreement and Customer hereby agrees that HAYCOR will be held harmless for any resulting Losses.

12. INSURANCE COVERAGE. HAYCOR shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$1,000,000 and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At Customer's request, HAYCOR further agrees to furnish Customer with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by Customer.

13. INDEMNITY. Customer shall indemnify, defend and hold harmless HAYCOR from and against any and all Losses suffered or incurred by HAYCOR, directly or indirectly, in connection with: (a) any data provided by the Customer; (b) any breach of the Customer's representations, warranties, covenants or obligations under this Agreement; and (c) the negligence or willful misconduct of the Customer or any third party acting on behalf of the Customer.



HAYCOR shall defend and indemnify the Customer against any and all Losses arising from the negligent acts or omissions of HAYCOR's employees and agents while performing Services at the Customer's facilities.

Except as expressly set out above, Customer shall have no right to indemnification from HAYCOR under this Agreement.

14. REPRESENTATION AND WARRANTIES.

14.1 Each party hereto represents and warrants to the other that: (i) it has all requisite power and capacity to enter into and perform the Agreement; (ii) the entering into of the Agreement has been duly authorized by all necessary action on its part; and (iii) the Agreement will constitute the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

14.2 By accessing and utilizing the Services, the Customer represents and warrants to HAYCOR that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to any Customer Data such that, as received by HAYCOR in accordance with this Agreement, HAYCOR does not and will not infringe, misappropriate or otherwise violate any IP Rights or any privacy or other applicable laws.

14.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 14 AND ELSEWHERE IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED BY HAYCOR "AS IS" AND HAYCOR HEREBY DISCLAIMS ALL OTHER CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HAYCOR SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, HAYCOR MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL: (I) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (II) OPERATE WITHOUT INTERRUPTION OR MEET ANY STANDARD OF RELIABILITY; (III) ACHIEVE ANY INTENDED RESULT; (IV) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICE, OR OTHERWISE INTEGRATE WITH CUSTOMER'S SYSTEMS; (V) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. HAYCOR



DISCLAIMS ANY AND ALL WARRANTIES AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF INFORMATION OR AGAINST INFRINGEMENT REGARDLESS OF WHETHER THE ACTION AROSE WITHIN OR OUTSIDE OF CANADA. HAYCOR DISCLAIMS ANY AND ALL WARRANTIES RESPECTING THE ACCURACY OF INFORMATION EITHER SHARED BY HAYCOR IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, OR SHARED BY THE CUSTOMER IN UTILIZING THE SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER AGREES THAT USE OF THE SERVICES IS AT THE SOLE RISK OF THE CUSTOMER AND EACH AUTHORIZED USER.

14.4 CUSTOMER ACKNOWLEDGES THAT HAYCOR MAKES NO REPRESENTATION OR WARRANTIES WITH REGARD TO THE PREVENTION OR REMOVAL OF VIRUSES, MALWARE AND MALICIOUS CODE FROM ANY COVERED EQUIPMENT. WHILE HAYCOR WILL USE BEST EFFORTS TO DO SO, HAYCOR MAY NOT BE ABLE TO PREVENT THE INTRODUCTION OF OR BE ABLE TO RESOLVE SUCH VIRUSES, MALWARE AND MALICIOUS CODE AND IS NOT LIABLE FOR FAILURE TO DO SO.

14.5 CUSTOMER ACKNOWLEDGES AND AGREES CUSTOMER HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES SET OUT IN THIS SECTION 14.

15. LIMITATION OF LIABILITY

15.1 IN NO EVENT WILL HAYCOR, ANY OF ITS AFFILIATES, SUBCONTRACTORS, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR SUBCONTRACTORS, BE LIABLE TO CUSTOMER OR TO ANY THIRD-PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (II) IMPAIRMENT, INABILITY TO USE, OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (III) COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (IV) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF PROGRAMS, INFORMATION OR DATA; (V) CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, IN EACH CASE, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; OR (VI) DAMAGES THAT COULD HAVE BEEN AVOIDED, USING REASONABLE DILIGENCE, BY CUSTOMER OR SUCH OTHER THIRD-PARTY.



15.2 IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF HAYCOR OR ANY OF ITS AFFILIATES TO CUSTOMER OR ANY THIRD-PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING (BUT NOT LIMITED TO) BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE FEES (EXCLUDING UNAMORTIZED PREPAID FEES, IF ANY) PAID BY CUSTOMER TO HAYCOR IN THE THREE (3) MONTH PERIOD PRECEDING ANY CLAIM.

15.3 UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT: (I) HAYCOR IS NOT RESPONSIBLE FOR ANY ACTION OR INACTION OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, HARDWARE OR SOFTWARE VENDORS OR INTERNET SERVICE PROVIDERS; (II) HAYCOR HAS NOT REPRESENTED THAT THE SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE OR WITHOUT DELAY; AND (III) HAYCOR DOES NOT AND CANNOT EXERCISE CONTROL OVER THE FLOW OF DATA THROUGH THE INTERNET, AND SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THIRD-PARTIES WHOSE ACTIONS OR INACTION CAN, AT TIMES, PRODUCE SITUATIONS IN WHICH CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF) MAY BE IMPAIRED OR DISRUPTED. CUSTOMER ACKNOWLEDGES THAT HAYCOR DISCLAIMS ALL LIABILITY FOR EVENTS OUTSIDE OF HAYCOR'S CONTROL AND/OR IN THE CONTROL OF THIRD-PARTIES, AND YOU SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD-PARTY IN RESPECT OF THE SERVICES. FURTHER, IN PROVIDING THE SERVICES, CUSTOMER ACKNOWLEDGES THAT HAYCOR SHALL RELY ON INFORMATION, INSTRUCTIONS, AND SERVICES FROM THE CUSTOMER AND ITS RESPECTIVE ADMINISTRATORS, EMPLOYEES AND AGENTS, AND ANY OTHER THIRD-PARTIES PROVIDING COMPUTER AND COMMUNICATIONS HARDWARE, SOFTWARE AND INTERNET SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER FULLY ASSUMES THE RISK ASSOCIATED WITH ERRORS IN SUCH INFORMATION, INSTRUCTIONS AND SERVICES.

15.4 HAYCOR DOES NOT EXERCISE CONTROL OVER THE CONTENT OF INFORMATION FLOWING THROUGH HAYCOR'S NETWORK OR STORED ON ITS NETWORKS, SERVERS, HARDWARE, ETC. BY THE CUSTOMER IN PERFORMING THE SERVICES UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT HAYCOR IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY INFORMATION UPLOADED OR OTHERWISE STORED ON HAYCOR'S NETWORKS, SERVERS, HARDWARE, ETC. BY THE CUSTOMER.

16. INTELLECTUAL PROPERTY



16.1 Nothing in this Agreement grants Customer any right, title or interest in or to (including any licence under) any IP Rights in or relating to the Services, whether expressly, by implication, estoppel or otherwise. All rights in and to the Services and any IP Rights of HAYCOR are hereby reserved by HAYCOR. With respect to all Third-Party Materials, the applicable third-party providers own all right, title and interest, including all IP Rights, in and to the Third-Party Materials.

16.2 HAYCOR shall retain the right to reuse all ideas, concepts, know-how and techniques derived from the rendering of the Services, so long as it does not require the disclosure of any Customer Confidential Information.

16.3 HAYCOR retains and shall be entitled to any and all protections afforded under Provincial, State, Federal and International statutory, common law and civil law with respect to its IP Rights, including for any materials which were prepared, developed or used by HAYCOR prior to or outside the course of providing the Services performed under this Agreement.

16.4 In the event (and to the extent) any deliverable provided by HAYCOR contains items or elements which are HAYCOR's IP Rights, HAYCOR grants to Customer a limited, non-exclusive, non-transferable license to use such HAYCOR IP Rights in such deliverables, only to the extent necessary to fulfill the scope of work described in this Agreement and only during the term.

16.5 The reproduction, distribution, or transfer, by any means or methods, whether direct or indirect, of any of HAYCOR's IP Rights, Confidential Information, and proprietary information and those of HAYCOR's agents and any Third-Party Materials by Customer is strictly prohibited.

17. CONFIDENTIALITY.

17.1 Customer and its employees and agents may have access to private and confidential information owned or controlled by HAYCOR, including confidential and proprietary information and materials referenced in any applicable Transaction Document(s), as well as information relating to the Services, including, but not limited to, pricing, trade secrets, data, best practices, software, programs, security keys, business information, etc. Similarly, HAYCOR and its employees, agents and subcontractors may have access to private and confidential information owned or controlled by the Customer relating to technical or business information of a proprietary nature or relating to the Customer's business operations. All such HAYCOR information and Customer information shall be referred to herein as "**Confidential Information**".



17.2 The Confidential Information acquired by either party under this Agreement through its employees, agents, independent contractors and subcontractors shall be and remain the disclosing party's exclusive property and the receiving party and its employees, agents and subcontractors shall: (i) not copy or disclose such Confidential Information to others without the disclosing party's prior written approval; (ii) return all tangible copies of such Confidential Information to the disclosing party promptly upon request; (iii) destroy all electronic copies of such Confidential Information promptly upon request; (iv) not access or use any Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and (v) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

17.3 The receiving party shall ensure its employees', agents', independent contractors' and subcontractors' compliance with the terms in this Section 17 and shall be responsible and liable for any of its employees', agents', independent contractors' and subcontractors' non-compliance with the terms of this Section 17.

17.4 Nothing herein shall limit either party's use or dissemination of information which: (i) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission of the other party, its employees or agents; (ii) was in the other party's possession as shown by written records prior to the disclosure and had not been obtained either directly or indirectly from a third-party under an obligation not to disclose such information; (iii) was independently developed by the other party without use of the Confidential Information, as evidenced by written records; or (iv) is required by law or auditing standards to be disclosed, but only to the extent and for the purposes of such required disclosure, including, but not limited to, making court filings and demonstrating compliance with this Agreement.

17.5 On termination or expiration of this Agreement, each party shall promptly return to the other party any Confidential Information of that other party that is in its possession or control, or alternatively, may certify in writing to its permanent destruction. HAYCOR shall have the right to retain Customer's Confidential Information in HAYCOR's systems, back-ups and monitoring tools. HAYCOR shall continue to apply its standard security measures to such Confidential Information and shall not use such Confidential Information for any purposes other than for purposes of fulfilling its obligations under this Agreement.

18. NON-SOLICITATION. Customer acknowledges that HAYCOR is involved in a highly strategic and competitive business. Therefore, during the Term and for two (2) years



thereafter, without HAYCOR's prior written consent, neither Customer, nor any of its Affiliates shall, directly or indirectly, solicit for partnership or employment, offer partnership or employment to, or employ, including as an employee, partner, consultant, independent contractor or advisor, any Person who (i) is employed or engaged by HAYCOR or its Affiliates and involved in providing the Services, or (ii) was employed or engaged by HAYCOR or its Affiliates within the twelve (12) months preceding such solicitation, offer, or employment and engagement and was involved in providing the Services.

19. SYSTEM MAINTENANCE/DOWNTIME. The Services will be inaccessible from time to time for scheduled system maintenance ("**Maintenance Time**"). While HAYCOR seeks to: (i) schedule Maintenance Time during non-peak hours (such "non-peak hours" being from 5:00 PM to 6:00 AM EST); (ii) coordinate with Customer to attempt to minimize any disruption to Customer's services that may be caused by such scheduled maintenance; and (iii) to provide forty-eight (48) hours advance notice to Customer, these practices cannot be guaranteed. In addition, the Services may be subject to limitations, interruptions, outages and other problems inherent in the use of the internet and electronic communications including, without limitation, any failure, interruption, outage or other problem with any software, hardware, system, network, facility, or other matter not supplied by HAYCOR under this Agreement ("**Outages**"). HAYCOR is not responsible for any liabilities or Losses of Customer resulting from any such Outages or Maintenance Time. If such Outage occurred for reasons within HAYCOR's control, and the Outage remains unresolved for a period of sixty (60) days from Customer's written notice thereof, Customer will have the right to request the termination of those Services, but only those Services for which an Outage remains following such sixty (60) day period. Customer further acknowledges that HAYCOR shall not be liable for an Outage, undesired performance, or unexpected results following the automatic update of software applications, operating systems, virus definitions, etc.

20. RISK OF LOSS. Customer acknowledges and agrees Customer shall be solely liable for risk of loss with respect to any Covered Equipment. With respect to any equipment leased from HAYCOR, Customer agrees to provide necessary business insurance to insure against risk of loss while such leased equipment is on Customer's premises.

21. SOFTWARE OWNERSHIP. Customer understands and agrees that all software installed on any Customer-owned equipment is the property of Customer. Customer acknowledges and agrees Customer is solely liable for risk of loss, licensing fees, update fees and any software maintenance agreements as may be required. Customer further agrees that HAYCOR will not be held liable for the continued usage or future usage of



software that has been acquired or activated illegally. Customer shall own and maintain any and all software licenses for software installed on any Covered Equipment.

22. LEASED EQUIPMENT. If Customer leases any equipment from HAYCOR to be placed at Customer's site, Customer acknowledges and agrees that such leased equipment, as well as any software installed on such equipment, is the sole property of HAYCOR. Customer will not make any modifications or deletions to leased equipment, including, but not limited to, the removal of any software, changing of any hardware or modification to any access permissions.

23. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. For certainty, each party shall pay and accept full and exclusive liability for the assessments or contributions imposed on such party's personnel and employees, including by the *Employment Insurance Act (Canada)*, *Canada Pension Plan Act*, *Income Tax Act (Canada)*, the *Workplace Safety and Insurance Act (Ontario)*, as applicable, and similar laws.

24. ASSIGNMENT. Customer may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement, in whole or in part, without the prior written consent of HAYCOR. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement. Consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, no consent shall be required for an assignment in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets.

25. ENTIRE AGREEMENT. This Agreement (including the Exhibits hereto) and any documents incorporated by reference herein, contain the entire agreement between the parties in respect of the Services and supersedes all prior agreements, negotiations, representations, requests for proposals, proposals, letters of intent, and understandings between the parties, whether oral or written. No variation or amendments to this Agreement shall be effective unless agreed upon in writing by both parties hereto.



26. **NOTICES.** All notices required by or relating to this Agreement shall be in writing and sent to the party receiving such notice and shall be sufficiently given if delivered in person or by email to the address and person for the receiving party set out in any Transaction Document. Any such notice shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day). Any party hereto may at any time change its address for service from time to time by giving notice to the other in accordance with this Agreement.

27. **PRIORITY OF DOCUMENTATION.** Whenever the terms and conditions of this Support Services Agreement conflict with the terms and conditions of any Transaction Document, the terms and conditions of this Support Services Agreement shall prevail.

28. **SUBCONTRACTING.** HAYCOR reserves the right to utilize subcontractors, independent contractors and other third-parties in the performance of this Agreement, upon disclosing particulars of same and receiving written consent from the Customer.

29. **RIGHTS CUMULATIVE.** The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity.

30. **FORCE MAJEURE.** HAYCOR shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by accidents beyond HAYCOR's reasonable control, such as, but not limited to, fire, flood, or other natural disasters, embargo, court order, riot, or other intervention of any government authority, strike, shortages of materials or labour, delay or lack of communications facilities, breakdown or accident, provided that HAYCOR immediately notifies Customer of such delay. If HAYCOR's performance is delayed for any of the reasons in the previous sentence for a cumulative period of sixty (60) days or more from the date of such notice, Customer may terminate this Agreement by giving HAYCOR written notice.

31. **GENERAL.**

31.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Ontario, Canada or any other jurisdiction) and notwithstanding Customer's domicile, residence, or physical location.

31.2 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set



forth in the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

31.3 All Fees are expressed and payable in Canadian Dollars, unless expressly stated otherwise.

31.4 All headings herein are included solely for convenience and do not affect the interpretation hereof.

31.5 The Exhibits attached to this Agreement form part of this Agreement and are hereby incorporated by reference.

31.6 Unless the context clearly indicates otherwise, words used in the singular include the plural and words used in the plural include the singular. Where used in the Agreement, the word "including" shall be deemed to mean "including without limiting the generality of the foregoing".

31.7 Each provision contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any of the other provisions of this Agreement.

31.8 No rule of strict construction shall be applied against any party with respect to this Agreement.

31.9 This Agreement shall accrue to benefit of and be binding upon the parties and their respective successors and permitted assigns.

By signing this document ({Quote Number}, dated {Created Date}), Customer acknowledges and agrees that, prior to signing, Customer has read the entire Agreement, consulted with legal counsel of Customer's choice (or had the opportunity to consult with legal counsel of Customer's choice but declined to do so), and Customer is willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.



Exhibit A – Support Services

This Exhibit A is included with and subject to the Agreement. Its terms and conditions govern support services as provided by HAYCOR to Customer.

Response and Resolution Times

Incident Sub-Levels		Triage / First Response	Tech Engagement / Resolution Plan	Completed / Resolution
Critical	Network, Server, Core Application is down	1 hour	1 hour	8 hours
High	Latency, other network degradation, key personnel/device	1 hour	4 hours	12 hours
High - Backup	Daily or Weekly Backups, excluding hourly incrementals	1 hour	3pm same day	Noon the next day
Medium	Single User with a workaround	1 hour	8 hours	16 hours
Standard	Aux equipment with backup	1 hour	12 hours	20 hours
Service Request Sub-Levels		Schedule d / First Response	Start Date / Resolution Plan	End Date / Resolution

Quick Hits A/Cs < 1 hr.	A/Cs that provide a great customer experience if handled like Incidents - License Renewals, small change requests	1 hour	4 hours	8 hours
M/A/Cs < 4 hrs.	Updates, Simple Hardware Installs, Simple Application Download/Installs , other Service Requests	1 hour	3 days	1 week
M/A/Cs > 4 hrs.	Small, Simple Installs - both Hardware and Applications	1 hour	1 week	2 weeks
Installations (8-16 hrs.)	Large installs, Several PC's, Larger Applications	1 hour	2 weeks	3 weeks
Projects (16 hrs+)	Customer requests are moved to the sales pipeline for SoW, BoM, and Engineering Review	Sales Pipeline	Project Plan	Project Plan



Recurring Scheduled Engagements	Technology Advisory Visits, Monitoring Alert coverage and maintenance, Network Administration, QBRs, or other Recurring visit scheduling	N/A	N/A	N/A
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Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial support tickets are created, the issue is triaged and clearly documented. The ticket is either assigned to another technician or started by the initial technician. This is the stage that basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Consultants.
Tier 3 Support	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Consultants who have the



	ability to collaborate with 3 rd Party (Vendor) Support Consultants to resolve the most complex issues.
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Service Request Escalation Procedure

- 1. Support Request is Received
- 2. Support Ticket is Created
- 3. Issues is identified and documented in Support Ticket System
- 4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

- 5. Level 1 Resolution – issue is worked to successful resolution
- 6. Quality Control – issue is verified to be resolved to Client’s satisfaction
- 7. Support Ticket is closed, after complete problem resolution details have been updated in Support Ticket System

If issue cannot be resolved through Tier 1 Support:

- 8. Issue is escalated to Tier 2 Support
- 9. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

- 10. Level 2 Resolution – issue is worked to successful resolution
- 11. Quality Control – issue is verified to be resolved to Client’s satisfaction
- 12. Support Ticket is closed, after complete problem resolution details have been updated in Support Ticket System

If issue cannot be resolved through Tier 2 Support:

- 13. Issue is escalated to Tier 3 Support
- 14. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:



- 15. Level 3 Resolution – issue is worked to successful resolution
- 16. Quality Control – issue is verified to be resolved to Client’s satisfaction
- 17. Support Ticket is closed, after complete problem resolution details have been updated in Support Ticket System

If issue cannot be resolved through Tier 3 Support:

- 18. Issue is escalated to Onsite Support
- 19. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

- 20. Onsite Resolution – issue is worked to successful resolution
- 21. Quality Control – issue is verified to be resolved to Client’s satisfaction
- 22. Support Ticket is closed, after complete problem resolution details have been updated in Support Ticket System

If issue cannot be resolved through Onsite Support:

- 23. IT Manager Decision Point – request is updated with complete details of all activity performed

Exhibit B – Included in Maintenance

This Exhibit B is included with and subject to the Agreement. Its terms and conditions govern support services as provided by HAYCOR to Customer.

General

Description	Frequency	Included in Maintenance
Document software and hardware changes	As performed	YES
Test backups for successful image boot	Daily	YES (with HAYCOR BCDR Solution, see Exhibit D)



Monthly reports of work accomplished, work in progress, etc.	Monthly	YES, via ticketing system, reporting system and invoices
Technology Strategy Meeting	Quarterly	YES, if scheduled and mutually agreed upon

Servers

Description	Frequency	Included in Maintenance
Manage Servers	Ongoing	YES (If Managed)
Monitor all Server Services	Ongoing	YES (If Managed)
Keep Service Packs, Patches and Hotfixes current as per company policy	Servers Bi-weekly	YES (If Managed)
Check event log of every server and identify any potential issues	As things appear	YES (If Managed)
Monitor hard drive free space on server	Ongoing	YES (If Managed)
User mailbox management	As needed	YES (Except new mailbox setup when associated with a new user, part of onboarding fee)
Monitor Active Directory replication	Ongoing	YES (If Managed)
Monitor DNS	Ongoing	YES (If Managed)
SQL server management	As needed	YES (If Managed)
Reboot servers if needed	As needed \ Scheduled	YES (If Managed)



Scheduled off time server maintenance	Ongoing	YES (If Managed)
Install supported software upgrades	As needed	YES, If on unlimited support plan
Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc.)	As needed	YES, If on unlimited support plan
Check status of backups	Daily	YES (If Managed)
Alert Client to dangerous conditions -Memory running low -Hard drive showing sign of failure -Hard drive running out of disk space -Controllers losing interrupts -Network Cards report unusual collision activity	As needed	YES
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed	YES, If on unlimited support plan

Disaster Recovery

Description	Frequency	Included in Maintenance
Disaster Recovery of Server(s)	As needed	YES (With HAYCOR BCDR Solution, see Exhibit D) Additional Fees Apply



Disaster Recovery of Workstations	As needed	YES, If on unlimited support plan
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Networks

Description	Frequency	Included in Maintenance
Check router logs	As needed	YES (If Managed)
Performance Monitoring/Capacity Planning	Ongoing	YES (If Managed)
Monitor switches, hubs and internet connectivity, and make sure everything is operational (Available for SNMP management devices only)	Ongoing	YES (If Managed)
Monitor office connectivity to the Internet	As needed	YES (If Managed)

Security

Description	Frequency	Included in Maintenance
Check firewall logs	As needed	YES (If Managed)
Confirm that antivirus virus definition auto updates have occurred	Ongoing	YES (If Managed)
Confirm that all security software is updated	Ongoing	YES (If Managed)
Confirm that backup has been performed daily	As needed	YES (If Managed)



Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	YES, If on unlimited support plan
Permissions and file system management	As needed	YES, If on unlimited support plan
Set up new users including login restrictions, passwords, security, applications	As needed	One Time Onboarding Applies
Change security for users and applications	Ongoing	YES, If on unlimited support plan
Monitor for unusual activity among users	As needed	YES (If Managed)

Applications

Description	Frequency	Included in Maintenance
Ensure Microsoft Office Applications are functioning as designed	As needed	YES (If Managed)
Ensure Supported Line of Business Applications are functioning as designed	As needed	YES (If Managed)
Ensure Adobe Acrobat Applications are functioning as designed	As needed	YES (If Managed)
Ensure Intuit QuickBooks Applications are functioning as designed	As needed	YES (If Managed)

Exhibit C – Service Rates



This Exhibit C is included with and subject to the Agreement. Its terms and conditions govern support services as provided by HAYCOR to Customer.

Labour	Rate
Remote / Onsite Management / Support 8:30 am – 5:00 pm M-F	INCLUDED if the Device or User is defined with covered MSA Support Services, otherwise \$155/hr.
Onsite Labour 5:00 pm – 9:00 pm M-F	INCLUDED if the Device or User is defined with covered MSA Support Services, otherwise \$232.50/hr. Onsite Labour is to be scheduled via our ticketing system.
Remote Support (After Business Hours) 5:00 pm – 11:59 pm M-F 12:00 am – 8:29 am M-F 12:00 am – 11:59 pm Weekends & Holidays	INCLUDED if on our Unlimited Support Package, otherwise \$232.50/hr.

Exhibit D – Backup Services

If Customer subscribes for HAYCOR's Backup Continuity Disaster Recovery Solution (Datto BCDR), then this Exhibit D shall be included with and subject to the Agreement.

HAYCOR Computer Solutions Inc. Managed Services Server Data Backup/Recovery:

1. All Windows servers will be imaged daily to a Datto DR Device (Client will be invoiced for the Device depending on the level of service chosen)



2. Our goal is to achieve hourly backups (sometime hourly backups cannot be achieved due to the amount of data a client has or the level of activity on a server) and biannual restore tests which are conducted per below:

HAYCOR Disaster Recovery Services

Emergency Cloud Sign UP Fee per week for all servers (\$500) plus \$155 per hour for consulting to setup remote network and VPN to our Data Centre.

Server Spin Testing in our Data Centre and BDR (\$75 per server) plus \$155 per hour for consulting to test.

3. In case of a server recovery, the server will be spun up from the local BDR Device on the premise and the most current image will be restored. Any file changes will be restored from the images on the BCDR Device

4. In case of a building disaster, server recovery will be spun up in the Datto Data Centre and a VPN connection will be established.