



























## OUR RESPONSIBILITIES

### 25. PRIVACY STATEMENTS AND YOUR RIGHTS

- 25.1 We are collecting Your personal information for the fulfillment of Quotes, Orders, and the provision of Goods or Services to you and it may retain and use it for any such purposes (“Authorized Purposes”).
- 25.2 You are required to provide your personal information to Us for Authorized Purposes.
- 25.3 We may disclose Your personal information to other persons for the purposes of the fulfillment of Quotes, Orders and Work for you or in order to provide Goods or Services to You, to verify the information You provide, for enquiries about Goods or Services that may be suitable for your purposes, or to confirm Your requirements, to anyone proposing to supply Goods or Services to You, or to acquire Goods or Services on Your behalf, or in respect of enquiries relating to any of the foregoing.
- 25.4 Otherwise We will not disclose Your personal information without Your consent unless authorized by law.
- 25.5 Your personal information will be held by Us at Our Principal Place of Business and You can contact Us to request to access or correct it.
- 25.6 We rely on You to submit correct information and details where requested. You accept that You may incur additional expenses if you submit incorrect information.

### 26. OUR WEBSITE

- 26.1 We make no representations or warranties in relation to information available on Our website, including without limitation:
  - 26.1.1 that the information on Our website is complete or correct;
  - 26.1.2 that Our website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software; and that We endorse any internet site linked to Our website or any third party products or services referred to on Our website.

### 27. INSURANCE COVERAGE

- 27.1 We will maintain at Our own expense, commercial general liability insurance for personal injury and property damage for a general aggregate of \$2,000,000. At Your request We may provide You with certificates, including renewal certificates evidencing such coverage within thirty (30) days of commencing this Agreement, at every renewal and at other times as may be reasonably requested by You.

## YOUR RESPONSIBILITIES

### 28. SERVICE REQUESTS

- 28.1 For Us to provide You with the agreed Service, You agree to follow Our process for Service Requests as outlined in Appendix A.

### 29. ACCESS TO SYSTEMS, SITES AND PEOPLE

- 29.1 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.
- 29.2 You agree to allow Us to install software on Your Equipment that allows Our technicians to access Your systems at any time where applicable. This software allows Us to view system statuses, send monitoring information, see users’ desktops, and control Your PC’s. This may require that devices be left on overnight or weekends.

### 30. THIRD PARTY AUTHORIZATIONS

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 authorization for Us to deal on Your behalf. It is Your responsibility to ensure that We can deal freely with these providers.

### 31. PAYMENT, LATE PAYMENT AND DEFAULT

- 31.1 **Payment due date:** All invoices issued to You are due and payable to Us within the terms stated on the invoice (unless otherwise agreed in writing), by cash, check, credit card or direct deposit in accordance with these Terms and Conditions and in the way set out in the Invoice.
- 31.2 **7 days late:** Where You fail to pay an invoice within seven (7) days of the due date, We may, in Our absolute discretion and without prior notice, suspend or discontinue the supply of Goods and/or Services to You.
- 31.3 **Recoveries:** All legal and other costs and expenses incurred in connection with the recovery of late payments will be added to the amount due by You to Us and will be recoverable from You, in addition to the original invoice cost. If You default in payment of any invoice on time, moneys which would have become due by You at a later date shall be immediately due and payable without any further notice to You. Collectively, all these moneys are referred to in these Conditions as a "Sum Due".
- 31.4 **Interest:** If payment of any Sum Due is not made on time, We will charge interest daily on the Sum Due at the maximum rate allowed by law, calculated and charged daily on and from the due date until the Sum Due is paid in full.
- 31.5 **Application of funds:** All payments of the Sum Due made by You to Us will be applied as follows:
- 31.5.1 first in or towards payment of any costs (including legal costs), charges, expenses or outgoings paid by Us in relation to any dishonored check fees, collection costs or any other action taken by Us for the recovery of any amounts owing by You to Us;
  - 31.5.2 secondly, in or towards payment of any interest due or payable hereunder, and
  - 31.5.3 thirdly, in or towards payment of Your debts to Us in order from the longest standing due to the most recently incurred.
- 31.6 **Security:** We may require You to provide security over Your property (including the Goods or any other property of Yours) as collateral to be held as security for any Sum Due or as a condition precedent to the continuation of supply of Goods or Services by Us to You.
- 31.7 **Payment arrangements:** In the event that a repayment arrangement is made in relation to any Sum Due and the supply of Goods or Services is resumed, but then a repayment due under that arrangement is not made on time, We may, in Our absolute discretion and without prior notice, again suspend or discontinue the supply of Goods or Services to You.
- 31.8 **Other remedies:** We may exercise any of Our rights and remedies including taking legal action against You for the recovery of any moneys due to Us, notwithstanding it may have exercised other rights under these Conditions.

### 32. NON-SOLICITATION OF CLIENTS AND EMPLOYEES

- 32.1 You agree that employees are one of Our most valuable assets, policy and professional ethics require that Our employees do not seek employment with, or be offered employment by You during the course of engagement and for a period of two (2) years thereafter (or the maximum amount permissible by a Court).
- 32.2 You agree that Our damages resulting from breach of this clause 31.1 would be impracticable and that it would be extremely difficult for Us to ascertain the actual amount of damages. Therefore, in the event You violate this provision, You agree to immediately pay Us 100% of the employee's total annual salary, as liquidated damages and We shall have the option to terminate this Agreement without further notice or liability to You. The amount of liquidated damages reflected herein is not intended as

a penalty and is reasonably calculated based upon the projected costs We would incur to identify, recruit, hire and train suitable replacements for such personnel.

### 33. SOFTWARE

- 33.1 All Software licenses are the responsibility of You and not that of Us. It is the duty of Yours to store all licenses for all Software used, so that that they can be reproduced when required. This includes all Software installed by Us.
- 33.2 You indemnify and hold Us harmless against any claim, allegation, loss, damage, or expense arising directly or indirectly from:
  - 33.2.1 any unauthorized Software use by You;
  - 33.2.2 any breach of any Software license in respect of Software provided to Us by You to be installed on one of Your computers;
  - 33.2.3 otherwise because of Us installing Software at Your where You are not authorized to use the Software; and
  - 33.2.4 any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.
- 33.3 All copyright in custom software remains the sole property of Ours unless alternate arrangements are made as part of a separate software agreement.

### 34. COPYRIGHT AND CONFIDENTIALITY

- 34.1 **Warranty and breach:** You warrant that any confidential or copyright information or intellectual property (of any kind and in any form held) or provided by You to Us belongs to You. In the event of any breach of this warranty, You will pay all sums due to Us as if such warranty had not been breached (and regardless of any non-performance of any obligation by Us on account of or in connection with the breach of such warranty). You indemnify and hold Us harmless in respect of any allegations, claims, loss, costs, or expenses in connection with such breach of warranty by You.
- 34.2 **Retention of title:** All copyright and other intellectual property rights in any Work created, commissioned or acquired by Us in the course of the supply of Services by Us to You will be the exclusive property of Ours unless otherwise agreed in writing by Us and You.
- 34.3 **Confidential Information:** We acknowledge that in the course of providing Services to You, We may learn from You certain non-public personal and otherwise confidential information relating to You, including Your customers, consumers or employees. We shall regard all information We receive which in any way relates or pertains to You, including Your customers, consumers, or employees as confidential.
- 34.4 You also acknowledge that all information and services, consulting techniques, proposals, and documents disclosed by Us or which comes to Our attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary information to Us.

As such, both parties shall take all commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose except unless permitted in writing by the disclosing party or as required by applicable law.

# APPENDIX A

## SERVICE REQUEST PROCESS

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

**Phone:** 949-891-0072

**Email:** [support@aegisnetworkgroup.com](mailto:support@aegisnetworkgroup.com)

**Web Portal:** <https://aegis.myportallogin.com/>

### Additional Information

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

If the issue is being submitted by either phone or external email you must include your name, company, and return contact details.

**Service requests must not be submitted directly with technicians, as this detracts them from resolving the current issue.**

## SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

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