

1 Appendix A: Master Agreement

2
3 THIS AGREEMENT GOVERNS ALL SAAS, SOFTWARE AND SERVICES YOU USE, BUY OR RECEIVE FROM, OR
4 ARE LICENSED
5 BY, CREATOS INC. INCLUDING ANY TRIALS. BY ACCEPTING THIS AGREEMENT, EITHER BY
6 CLICK-THROUGH
7 ACCEPTANCE, BY PHYSICAL OR ELECTRONIC SIGNATURE, BY EXECUTING A SCHEDULE THAT
8 REFERENCES THIS
9 AGREEMENT OR UPON YOUR USAGE OF THE CREATOS INC. OFFERING, YOU AGREE TO THE TERMS OF
10 THIS AGREEMENT.
11 IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY,
12 YOU REPRESENT
13 THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND
14 CONDITIONS. IF
15 YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS,
16 YOU MUST NOT
17 ACCEPT THIS AGREEMENT AND MAY NOT USE CREATOS INC. OFFERINGS. THE PARTIES AGREE THAT
18 THIS AGREEMENT
19 MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES
20 APPEARING ON THIS
21 AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY,
22 ENFORCEABILITY AND
23 ADMISSIBILITY.
24

25 You may not access any Creatos Inc. Offerings if You are a direct competitor, except
26 with Creatos Inc.'s prior written
27 consent. In addition, You may not access any Creatos Inc. Offerings for purposes of
28 monitoring their availability,
29 performance or functionality, or for any other benchmarking or competitive purposes.
30

31 1. INTRODUCTION

32 1.1 This Master Agreement ("Master Agreement") is between Creatos Inc. a Canadian
33 Federal Corporation located at
34 169 Currie Road, Dutton, Ontario, Canada, N0L 1J0 or the Creatos Inc. Affiliate
35 identified on the Schedule ("Creatos Inc.") and your
36 organization, ("Client" or "You" or "Your"), is effective on the date set forth on the
37 signature page hereto or the date set forth in the
38 referencing Schedule, as applicable and specifies the terms and conditions agreed
39 between the Parties as a foundation for their
40 relationship as further defined in the applicable Addendums. If Client is bound to more
41 than one agreement with Creatos Inc. with
42 respect to the Creatos Inc. Offering, and if those agreements terms vary, then the
43 order of precedence of those agreements is as
44 follows: an agreement executed by Creatos Inc. and Client that expressly in writing
45 supersedes all other agreements, an electronic
46 version of an agreement accepted pursuant to a Schedule or formal written quote, and
47 any other electronic agreement provided to
48 Client by Creatos Inc..

49 1.2 The Master Agreement may incorporate any applicable Addendum attached hereto.
50

51 2. DEFINITIONS

52 2.1 "Addendum" means the additional terms and conditions applicable to the Creatos Inc.
53 Offering attached hereto.

54 2.2 "Affiliate" with respect to Client means any legal entity in which the Client
55 directly or indirectly Controls.

56 2.3 "Agent" means a single installation of the agent software on a specific operating
57 system instance which can be identified as
58 a unique host identification on a hardware server or, in the case of a device without
59 an operating system, on a single computerized
60 device managed by Client and which Agent communicates with the Creatos Inc. Server to
61 transform directions from the Creatos Inc.

62 Server into action tasks. A Server may have multiple operating system instances
63 installed on it (through partitioning or virtualization).
64 Each instance of the operating system on a partitioned/virtualized server must license
65 an Agent.

66 2.4 "Agreement" means this Master Agreement, the applicable Addendum and applicable
67 Schedule, and any document
68 incorporated expressly therein by reference.

69 2.5 "Authorized Use Limitation" means the limitation on usage of SaaS as measured by
70

42 the Billing Metric specified in the
43 Schedule.
44 2.6 "Creatos Inc. Affiliate" means any company which owns, is owned by, or is under
45 common ownership with Creatos Inc.
46 Ownership means having Control.
47 2.7 "Creatos Inc. Offering" means the individual offering (such as software, services,
48 software as a service etc.) made available
49 by Creatos Inc. as defined in the Addendum and/or Schedule.
50 2.8 "Creatos Inc. Server" means the Software's automation and remediation data center
51 dedicated to: (i) processing
52 information provided by the Agents; and (ii) transforming that information into
53 computational tasks directed back to the Agents for
54 the proper implementation and functionality of the Software.
55 2.9 "Confidential Information" means any information, maintained in confidence by the
56 disclosing Party, communicated in
57 written or oral form, marked as proprietary, confidential or otherwise so identified,
58 and/or any information that by its form, nature,
59 content or mode of transmission would to a reasonable recipient be deemed confidential
60 or proprietary, including, without limitation,
61 Creatos Inc. Offerings, Documentation, and any benchmark data and results produced.
62 2.10 "Control" means ownership or control of greater than 50% of an entity's shares or
63 control the board of such entity by force
64 of law or contract, or the equivalent.
65 2.11 "Client Materials" means any data, materials, items or information supplied or
66 available to Creatos Inc. under the
67 Agreement, the Creatos Inc. Offering and/or Creatos Inc. Server.
68 2.12 "Documentation" means the documentation, technical product specifications and/or
69 user manuals, published by
70 Creatos Inc. that is made generally available with Creatos Inc. Offerings.
71 2.13 "Free Offerings" means Creatos Inc. Offerings that Creatos Inc. makes available to
72 You free of charge. Free Offerings
73 exclude Creatos Inc. Offerings offered as a free trial and Creatos Inc. Offerings
74 licensed by Client for a fee.
75 2.14 "Help Desk" shall mean a service providing information and support to Client.
76 2.15 "Named Users" means a specific individual or device designated by Client to use or
77 is managed by the Creatos Inc. Offering
78 as specified in the Documentation. A non-human operated device or process may be
79 counted as a Named User as specified in the
80 Documentation if such device requires unique identification to the Creatos Inc.
81 Offering (i.e. its own access credentials). Named Users'
82 login credentials are for designated Named Users only and may not be shared among
83 multiple individuals. Named Users' login
84 credentials may be reassigned to new Named Users if the former users no longer require
85 access to the Creatos Inc. Offering.
86 2.16 "Parties" means individually and or collectively Creatos Inc. and/or the Client.
87 2.17 "Non-Creatos Inc. Application" means an on-premises, web-based, mobile, offline or
88 other software application
89 functionality that interoperates with a Creatos Inc. Offering, that is provided by
90 Client or a third party and/or listed on a Marketplace.
91 2.18 "Schedule" means a signed mutually agreed ordering document such as a Creatos Inc.
92 purchase order form, schedule of
93 software and services or statement of work for the specific Creatos Inc. Offering(s)
94 licensed or purchased.
95 2.19 "Server" means a device that manages access to a centralized resource or service
96 in a network.
97 2.20 "Subcontractors" means any entity which Creatos Inc. or a Creatos Inc. Affiliate
98 has a contract for provision of certain
99 services and will include terms to protect confidentiality and data.
100 2.21 "Term" means, with respect to each Schedule, the period during which the Creatos
101 Inc. Offering is provided, licensed or
102 granted.
103 2.22 "Transfer" means sending Creatos Inc. personal data or providing Creatos Inc.
104 access to personal data.
105 2.23 "Trial Period" means the period of time that Client accesses and uses Creatos Inc.
106 Offerings for evaluation or trial. If no
107 time is indicated, then the period shall be set for thirty (30) days.

81
82 ORDERING AND DELIVERY
83 3.1 This Master Agreement does not entitle Client's Affiliates to directly purchase any

84 Creatos Inc. Offering from Creatos Inc.,

85 unless such Affiliate enters into a participation agreement with Creatos Inc. to adopt
86 and adhere to the terms for this Master Agreement

87 and applicable Addendums.

88 3.2 Any terms that may appear on a Client's purchase order shall not apply to the
89 Agreement and shall be deemed null and void.

90 3.3 Where delivery is required, the Creatos Inc. Offering will be delivered by
91 electronic delivery (ESD) from Creatos Inc.'s
92 shipping point. To the extent that the Creatos Inc. Offering involves Creatos Inc.
93 Software, and if the Creatos Inc. Software is
94 delivered by ESD, the obligation to deliver the Creatos Inc. Software shall be complete
95 upon transmission of such software
96 electronically to Client. At that time and place, all risk of loss of the copy of the
97 Creatos Inc. Software shall pass to Client. Creatos Inc.
98 agrees to be responsible for all customs duties and clearances and title to any Creatos
99 Inc. hardware if included will pass upon point
100 of delivery to carrier at Creatos Inc.'s shipping location. Client agrees that its
101 purchases are not contingent on the delivery of any
102 future functionality or features, or dependent on any oral or written public comments
103 made by Creatos Inc. regarding future
104 functionality or features.

95 4. FEES

96 4.1 Client shall make timely payment through the Creatos Inc. payment portal or through
97 another method accepted by
98 Creatos Inc. after being invoiced or provide Creatos Inc. with valid credit card
99 information and shall keep such information updated
100 with Creatos Inc. Client authorizes Creatos Inc. to charge such credit card for all
101 Creatos Inc. Offerings licensed by Client for the
102 initial and any renewal subscription term(s). Such charges shall be made in advance, in
103 accordance with the applicable Schedule. If
104 the Schedule specifies that payment will be by a method other than a credit card,
105 Creatos Inc. will invoice Client in advance. All
106 payments shall be made without deduction or set off and are due upon receipt of Creatos
107 Inc.'s invoice. The invoice shall be deemed
108 accepted if it is not objected to in writing within ten (10) days of receipt. Client
109 agrees to pay any applicable VAT, GST, sales tax, and
110 any other applicable taxes (collectively the Taxes) in addition to the fees when such
111 payments are due.

112 4.2 If Creatos Inc. engages in electronic commerce on behalf of the Client or
113 cardholder data relating to Client activities is
114 accessed, transferred, stored, or processed by Creatos Inc., Creatos Inc. shall protect
115 data in accordance with the Payment Card
116 Industry Data Security Standard (PCI DSS).

117 4.3 Unless otherwise prohibited by law or payment card terms, Creatos Inc. reserves the
118 right to charge additional fees,
119 convenience fees, surcharges and/or offer cash discounts to offset and address the
120 additional costs associated with Client's selection
121 of a credit card for payment.

122 4.4 With at least 30 days' notice to Client, Creatos Inc. reserves the right to
123 increase prices no more than once per every twelve
124 (12) months. Creatos Inc. may charge interest of one and a half per cent (1.5%) per
125 month compounded for the entire overdue period
126 or the maximum amount allowed by law unless Client has a bona fide dispute supported by
127 written explanation. If Client's account is
128 overdue, Creatos Inc. reserves the right, without notice, to withhold performance of
129 its obligations under the Agreement, without
130 liability, until such amounts are paid in full. Client agrees that Creatos Inc. may
131 disable or interrupt functionality of an Offering or
132 refuse to renew or replace an Offering, rendering some or all aspects of the Offering
133 unusable by Client, at any time to enforce its
134 rights under the Agreement.

135 4.5 All fees are non-cancellable and non-refundable unless a pro-rated refund applies
136 as provided in the applicable Addendum.

137 5. LIMITATION OF LIABILITY

138 Under no circumstances shall Creatos Inc. be liable for any losses relating to the
139 Creatos Inc. Offering or the actions of Creatos Inc.

140 in connection with this Agreement that was not brought to its attention by Client in

writing within forty-five (45) days of its occurrence.

123 No claim for Losses or other relief arising out of this Agreement or the Creatos Inc.
Offering may be filed by Client more than one (1)
124 year following its delivery to Client. EXCEPT IN THE CASE OF INFRINGEMENT OF CREATOS
INC.'S INTELLECTUAL PROPERTY
125 RIGHTS AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE
MAXIMUM EXTENT
126 PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CREATOS INC.'S SUPPLIERS)
SHALL BE LIABLE
127 FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY
NATURE, INCLUDING,
128 BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR
FEES GENERATED
129 AND OR ANY ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF DATA BY USE OF ANY
CREATOS INC.
130 OFFERING, REGARDLESS OF WHETHER SUCH LOSS WAS FORESEEABLE OR A PARTY WAS APPRISED OF
THE POTENTIAL
131 FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND
OR OWED FOR THE
132 PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH DURING THE PREVIOUS TWELVE (12) MONTHS
PRECEDING THE
133 CLAIM. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND
REGARDLESS
134 OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE
"FEES" SECTION
135 ABOVE.
136 EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD-PARTY PRODUCTS AND SERVICES
WITH WHICH YOU
137 MAY UTILIZE WITH THE CREATOS INC. OFFERING, AND EACH PARTY SPECIFICALLY DISCLAIMS AND
WAIVES ANY
138 RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS AND
SERVICES.

139
140 13. TERM & TERMINATION

141 13.1 This Master Agreement shall continue in effect unless otherwise terminated in
accordance with this section.
142 13.2 The initial term of each subscription and/or Assurance shall be as specified in
the applicable Schedule. Subscriptions and/or
143 Assurance will automatically renew for additional periods equal to the expiring
subscription term or one year (whichever is shorter),
144 unless either party gives the other written notice of non-renewal at least sixty (60)
days before the end of the relevant term.
145 The perunit pricing during any renewal term will increase. Quantities licensed cannot
be decreased during the relevant subscription term.
146 Fees are due for the licensed quantity, including that added after your original
purchase, and are not refundable even if you are not fully
147 using all named users, agents or other licenses. Except as expressly provided in the
applicable Schedule, renewal of promotional pricing
148 will increase at the time of the applicable renewal. Notwithstanding anything to the
contrary, any renewal in which the volume for any
149 Creatos Inc. Offering has decreased from the prior term will result in re-pricing at
renewal without regard to the prior term's per-unit
150 pricing.

151
152 14. DISPUTE RESOLUTION

153 14.1 Any dispute, controversy or claim arising out of the Agreement (a "Dispute") shall
be resolved as provided in this section.
154 Prior to the initiation of formal dispute resolution procedures, the Parties shall
first meet in an effort to resolve the Dispute. If Client
155 and Creatos Inc. are unable to resolve the Dispute within thirty (30) days, then each
of Creatos Inc. and Client will appoint one (1)
156 senior executive who is not involved on a day-to-day basis with the subject matter of
the Agreement to negotiate a resolution to the
157 Dispute.
158 14.2 Formal proceedings for the resolution of a Dispute may not be commenced until the
earlier of: (i) the good faith determination
159 by the appointed senior executives that resolution of the Dispute does not appear
likely; or (ii) thirty (30) days following the date that
160 the Dispute was first referred to the appointed senior executives. The provisions of

161 paragraphs (i) and (ii) will not be construed to
162 prevent a Party from instituting formal proceedings to the extent necessary to avoid
the expiration of any applicable limitations period
163 or to pursue equitable rights or injunctive remedies deemed reasonable necessary to
164 protect its interests.

163
164 15. GENERAL TERMS

165 15.1 Amendments. The terms of the Agreement may only be amended by mutual written
agreement of the Parties.

166 15.2 Force Majeure. Except for payment obligations and Confidentiality obligations,
neither Party will be liable for any action
167 taken, or any failure to take any action required to be taken, as a result of
circumstances beyond a Party's control, including, without
168 limitation, attacks by third parties, acts of terror, epidemic, pandemic, disease,
failure from Internet Service Provider, Non-Creatos Inc.
169 Application, war, civil unrest or commotion, act of God including, but not limited to,
earthquakes, epidemics, fires, floods or weather,
170 strike or other stoppage (whether partial or total) of labor, any law, decree,
regulation or order of any government or governmental
171 body (including any court or tribunal) power failure, telecommunications interruption,
the failure or closure of a financial institution,
172 computer malfunctions, acts of God or any other failure, interruption or error not
directly caused, or reasonably anticipated, by
173 Creatos Inc.

174 15.3 Order of Precedence. Any conflict or inconsistency among or between the terms and
conditions of the documents comprising
175 the Agreement shall be resolved according to the following order of precedence, from
the document with the greatest control to the
176 least: (1) the Schedule; (2) the relevant Addendum; (3) this Master Agreement.
Notwithstanding this Order of Precedence, a Client
177 issued purchase order shall have no force or effect whatsoever and shall not modify the
terms of the documents indicated herein.

178 15.4 Independent Contractors. The Parties are independent contractors. This Agreement
does not create a partnership,
179 franchise, joint venture, agency, fiduciary or employment relationship between the
Parties.

180 15.5 Client Data. Client represents and warrants that (i) it has the right, including
consent where required, to lawfully transfer to
181 Creatos Inc. all Client Data and any other data or information related to Client's
access or use of a Creatos Inc. Offering, (ii) its use
182 of the Creatos Inc. Offerings does and at all times will comply with applicable law,
including, but not limited to, the European Union
183 General Data Protection Regulation; (iii) it is responsible and liable for all
activities that occur in user accounts, and (iv) it shall not
184 misuse any Creatos Inc. Offering by sending spam or otherwise duplicative or
unsolicited messages or store infringing, obscene,
185 threatening, or otherwise unlawful material or material that is harmful to children or
violates third party privacy rights.

186 15.6 Assignment. The Agreement may not be assigned by Client without the prior written
consent of Creatos Inc., such consent
187 not to be unreasonably withheld.

188 15.7 Attorneys' Fees. If Creatos Inc. commences any action or proceeding against Client
to enforce the terms of this Agreement,
189 Creatos Inc. shall be entitled to an award against Client for all reasonable attorneys'
fees, costs and expenses incurred by Creatos Inc.
190 in connection with such action or proceeding (including any mediation or arbitration,
and at all levels of trial and appeal), and in
191 connection with the enforcement of any judgment or order thereby obtained.

192 15.8 Drafter. This Agreement shall be construed and interpreted fairly, in accordance
with the plain meaning of its terms, and
193 there shall be no presumption or inference against the party drafting this Agreement in
construing or interpreting the provisions hereof.

194 15.9 CLASS ACTION WAIVER. YOU AGREE THAT ANY CLAIM YOU MAY HAVE AGAINST Creatos Inc.,
INCLUDING
195 CREATOS INC.'S PAST OR PRESENT EMPLOYEES OR AGENTS, SHALL BE BROUGHT INDIVIDUALLY AND
YOU SHALL NOT
196 JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN OR PARTICIPATE
IN A CLASS
197 ACTION AGAINST CREATOS INC.

198 15.10 Import Export. Client acknowledges that the Creatos Inc. Offering(s) is subject
199 to control under European and U.S. law,
200 including the Export Administration Regulations and agrees to comply with all
201 applicable import and export laws and regulations. Client
202 agrees that the Creatos Inc. Offering(s) will not be exported, re-exported or
203 transferred in violation of U.S. law or used for any purpose
204 connected with chemical, biological or nuclear weapons or missile applications, nor be
205 transferred or resold, if Client has knowledge or
206 reason to know that the Creatos Inc. Offerings are intended or likely to be used for
207 such purpose.

208 15.11 Audit. Creatos Inc. reserves the right, on 30 days' notice to the Client, to
209 conduct an audit remotely or onsite of Client
210 and/or its Affiliates' facilities to verify Client's compliance with the terms of the
211 Agreement. Creatos Inc. agrees that such audit shall
212 be conducted during regular business hours at Client's offices and Creatos Inc. shall
213 endeavor to conduct such audit so as not to
214 interfere unreasonably with Client's activities. Creatos Inc. may use a mutually agreed
215 upon independent third party to conduct the audit
216 subject to terms of non-disclosure, if required by Client. Unless supported by
217 reasonable suspicion of a deviation from the
218 terms of the Agreement audits shall be no more frequently than once per calendar year.

219 15.12 Non-Hire. Client agrees that during the term of this Agreement, and for a period
220 of twelve (12) months after termination of
221 this Agreement, Client will not solicit for hire, either directly or indirectly, any
222 employee to leave the employment of Creatos Inc. and
223 its affiliated companies or to hire/retain such person(s). Client agrees that these
224 provisions are necessary and reasonable to protect
225 the legitimate business interests that Creatos Inc. and its affiliated companies have
226 in protecting substantial investments in such
227 employees.

228 15.13 Interference and Competition. Client shall not, directly or indirectly, during
229 the term of this Agreement: (i) induce or
230 influence any employee of Creatos Inc. or any other person or entity to terminate their
231 relationship with Creatos Inc.; or (ii) use a
232 Creatos Inc. Offering to produce a product or service that competes with the Creatos
233 Inc. Offering.

234 15.14 Announcements. Client grants Creatos Inc. a royalty-free, limited,
235 nontransferable (except in connection with an
236 assignment of this Agreement), nonexclusive license during the term of this Agreement
237 to use and display Client's logos and trademarks
238 in customer lists, advertising materials, trade show materials and other literature
239 identifying Creatos Inc. customers. Creatos Inc.
240 may issue a press release regarding the transaction with Client.

241 15.15 Counterparts. This Master Agreement, any Addendum and any Schedule as applicable
242 may be signed in any number of
243 counterparts and each part shall be considered part of the whole and valid, legally
244 binding document.

245 15.16 Notice. All notices hereunder shall be delivered to the other Party identified in
246 the Agreement either personally, US Postal
247 Service, via certified mail or overnight courier. If delivered personally, notice shall
248 be deemed effective when delivered; if delivered
249 via US Postal Service notice shall be deemed effective the second business day after
250 mailing, and if delivered via certified mail or
251 overnight courier, notice shall be deemed effective upon confirmation of delivery.

252 15.17 Headings. The section headings used herein are for information purposes only and
253 shall not affect the interpretation of any
254 provision of this Agreement.

255 15.18 Validity. In the event any term or provision of the Agreement shall be held to be
256 invalid, the same shall not affect in any
257 respect whatsoever the validity of the remainder of the Agreement.

258 15.19 Third Parties. There are no third-party beneficiaries under this Agreement.

259 15.20 Governing Law and Jurisdiction.

260 Who Client is contracting with under this Agreement, what law will apply in any dispute
261 or lawsuit arising out of or in connection with
262 this Agreement, and which courts have jurisdiction over any such dispute or lawsuit,
263 depend on which Creatos Inc. Affiliate you are
264 contracting with.

265 Client is contracting with: The governing law is: The courts having exclusive
266 jurisdiction are:

284
285 Creatos Inc. reserves the right to refuse or suspend service under this Agreement in
the event CLIENT has failed to pay any
286 invoice within thirty (30) days of said invoice date, whether it be an invoice for
services provided under this Agreement or any other
287 agreement between the parties.
288
289 Devices Covered
290 Creatos Inc. reserves the right to renegotiate rates based on additions of locations,
hardware, software, hardware support
291 requirements, and/or services as well as modify this Agreement (or any portion thereof
) with a 30-day notice.
292
293 For purposes of this Agreement, the Network shall include all locations as outlined in
Appendix A.1. In addition, this agreement
294 is based on services provided to those devices listed in Appendix A.2. Any additional
devices added to the network without the
295 consent or acknowledgment of Creatos Inc. will not be honored or supported by Creatos
Inc. under this agreement. Please
296 review this agreement from time to time so that you will be apprised of any changes.
297
298 Conditions of Service
299
300 The CLIENT Network is eligible for monitoring and support under this Agreement provided
it is in good condition and Creatos Inc.
301 serviceability requirements/standards and site environmental conditions are met.
302 Creatos Inc. reserves the right to inspect the Network upon the commencement of the
term of this agreement for the purpose of creating a diagram of the Network
303 and/or conducting a diagnostic test of the Network. Unless stated otherwise, said
inspection shall be charged against the Account
304 using our standard hourly billing rates.
305
306 Creatos Inc. shall not be responsible to CLIENT for loss of use of the Network or for
any other liabilities arising from alterations,
307 additions, adjustments or repairs which have been made to the Network other than by
authorized representatives of Creatos Inc.
308
309 Creatos Inc. reserves the right to suspend or terminate this Agreement if in its sole
discretion, conditions at the service site pose
310 a health or safety threat to any Creatos Inc. representative.
311
312 Service Responsibility of Creatos Inc.
313 Creatos Inc. will provide remote and/or on-site services under the following conditions
using the following bill rates, unless
314 otherwise specified in Appendix A.3.
315
316 Time of Service Rates
317
318 Business Hours
319 Monday - Friday, 8:00am - 5:00pm
320 Onsite: \$135 / hour
321 Remote: \$95 / hour
322
323 After Hours
324 Monday - Friday, 5:00pm - 11:00pm
325 Saturday, 9:00am - 5:00pm
326 Onsite: \$180 / hour
327 Remote: \$135 / hour
328
329 Overnight
330 Monday - Friday, 11:00pm - 8:00am
331 Saturday 5:00pm - Monday 8:00am
332 Onsite: \$240 / hour
333 Remote: \$190 / hour
334
335 Holidays Onsite: \$275 / hour
336 Remote: \$250 / hour
337
338 Time listed above for Time of Service Rates within Service Responsibility of Creatos

Inc. section is listed in the CLIENT's local time zone except in a situation where the CLIENT specifically

339 requests a specific representative from Creatos Inc. instead of the first available representative to resolve a issue for the CLIENT.

340 In such a unique scenario the time will be reconized by the representative local time zone.

341
342 Holidays Observed and Service Support Hours

343	Holiday	Date	Service
344	Support Hours		
345			
346	New Year's Day	January 1st	N/A
347	Good Friday	April 15th	
348	Victoria Day	May 23rd	
349	Memorial Day	Last Monday in May	10:00am
	- 3:00pm		
350	Saint-Jean-Baptiste Day	June 24th	
351	Canada Day	July 1st	
352	Independence Day	July 4th	N/A
353	Civic Holiday	August 1st	
354	Labor Day	1st Monday in September	10:00am
	- 3:00pm		
355	National Day for Truth and Reconciliation	September 30th	
356	USA Thanksgiving Day	4th Thursday in November	N/A
357	Canada Thanksgiving Day	October 10th	
358	Remembrance Day	November 11th	
359	Christmas Day	December 25th	N/A
360	Boxing Day	December 26th	

361
362
363
364 It is the responsibility of the CLIENT to promptly notify Creatos Inc. of any events/incidents that could impact the services defined
365 within this agreement and/or any supplemental service needs, and for Creatos Inc. to respond in a timely manner via phone,
366 email, remote access, and/or on-site services as defined in Appendix A.3 of this Agreement.

367
368 a) If services are requested by the CLIENT outside of normal business hours, Creatos Inc. shall provide such service subject to
369 the availability of its representatives, according to the terms and conditions set forth in this Agreement.

370
371 b) Creatos Inc. shall monitor, advise, and provide supplemental services as defined in this agreement during business hours,
372 unless otherwise specified in Appendix A.3, and in accordance with Creatos Inc.'s Network policies then in effect. Creatos Inc.
373 shall provide scheduled remote and onsite support services in accordance with this agreement. Creatos Inc.'s
374 representatives shall have and the CLIENT shall provide full access to the Network in order to affect the necessary monitoring and/
375 or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise
376 specified in Appendix A.3.

377
378 c) Creatos Inc. shall be obligated to provide service only at the Service Site(s) defined in this agreement as outlined in Appendix
379 A.1. If the CLIENT desires to relocate, add or remove locations, the CLIENT shall give appropriate notice to Creatos Inc. of its
380 intention to relocate sixty (60) days in advance. Creatos Inc. reserves the right to renegotiate service terms with respect to any
381 relocation and/or addition of locations by the CLIENT. Such right includes the right to refuse service to Network at the relocation
382 and/or new site.

383
384 d) Creatos Inc. is obligated to provide CLIENT with Service Agreements higher-priority response for emergency as well as nonemergency service requests.

385

386 Things to Do Before Contacting Support

387 When you call or send a message, please ensure that you have the following detailed and complete information:

- 388 ▪ Your name and location and where and how to contact you in case of a problem
- 389 ▪ A description of the problem and its severity
- 390 ▪ Any error messages and what was processing at the time the problem occurred
- 391 ▪ The applications and versions you're working with
- 392 ▪ Any changes made recently
- 393 ▪ In case of a request or question, a description of request or question and relevant details

394

395 Client Responsibilities

396 1. CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote

397 access, and long-distance telephone access for use by Creatos Inc.'s representatives.

398

399 2. CLIENT agrees that it will inform Creatos Inc. of any modification, installation, or service performed on the

400 Network by individuals not employed by Creatos Inc. in order to assist Creatos Inc. in providing an

401 efficient and effective Network support response time.

402

403 3. CLIENT will designate a managerial level representative to authorize all Network Support Services. Whenever

404 possible, said representative shall be present whenever a Creatos Inc. service representative is on-site.

405 This contact information shall be outlined in Appendix A.1, and it is the CLIENT's responsibility to inform Creatos Inc.

406 of any changes made to this representation thirty (30) days in advance.

407

408 4. CLIENT agrees that a maintenance window must be established and honored to allow for proper system

409 maintenance, patching and reboots.

410

411 Scope of Technology Solution Agreement

412 This Agreement is designed to provide the Account with centralized, proactive monitoring supplemental services for certain

413 Networking System.

414

415 This Agreement includes:

416 LOCATION(S):

417 Specific location(s) to be covered by this agreement can be found in Appendix A.1.

418

419 Service Limitations

420 In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

421 a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are

422 outside the scope of this agreement. Creatos Inc. will provide consultative specification, sourcing guidance

423 and/or Time and Material/Project offerings.

424

425 b) Except as otherwise stated in Appendix A.2 of this agreement all Server, Network Device and Software upgrades

426 are outside the scope of this agreement.

427

428 c) Manufacturer warranty parts and labor/services are outside the scope of this agreement.

429

430 d) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update

431 patches and configuration changes. Creatos Inc.'s support services within this agreement are predicated upon

432 the CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/

433 or users support.

434

435 e) Application software support is limited to the manufacturer's products listed in Appendix A.2: Printer maintenance

436 support is limited to non-warranty servicing of printer products listed in Appendix A.2.
437
438 f) Virus mitigation within the scope of this agreement is predicated on CLIENT
satisfying recommended backup
439 schemes and having appropriate Antivirus Software with current updates.
440
441 g) Restoration of lost data caused by systems/hardware failure is outside the scope of
this agreement.
442
443 h) This agreement and support services herein are contingent on CLIENT'S permission of
Creatos Inc. having
444 secure remote access into CLIENT'S network (eg. VPN, Citrix/Terminal Server, Telnet,
SSH, RAS or other solution
445 expressly approved by Creatos Inc.). Depending on the remote access solution used,
additional charges may
446 apply to the contract.
447
448 i) Support services required or requested outside the scope of this agreement may not
be exchanged for days or
449 services within this agreement. Outside of scope support services are available and
will be provided on either a
450 Time and Material, or Project basis.
451

452 Warranties and Disclaimers

453 Creatos Inc. makes and the CLIENT receives no warranty, express or implied, and all
warranties of merchantability and fitness
454 for a particular purpose are expressly excluded. In no event shall Creatos Inc. or any
of its Directors, Employees or Other
455 Representatives be responsible for any special, incidental, indirect, or consequential
damages of any kind including, without
456 limitations, those resulting from loss of data, income, profit, and on any theory of
liability, arising out of or in connection with the
457 services or use thereof even if it has been advised or has knowledge of the possibility
of such damages. The CLIENT shall assume full
458 responsibility for the overall effectiveness and efficiency of the operating
environment in which the Network is to function.
459

460 Indemnification

461 CLIENT hereby agrees to indemnify and defend at its sole expense: Creatos Inc., its
employees, agents, representatives,
462 directors and shareholders, from and against any and all claims arising out of or based
upon CLIENT'S use of all services, software
463 or hardware provided or serviced hereunder, including, but not limited to, claims based
on software licensing violations, copyright
464 infringement, trademark infringement and patent infringement. In addition, CLIENT
agrees to pay any judgment and costs associated
465 with such claim.
466

467 Opt-Out/Termination

468 Creatos Inc. and/or CLIENT shall have the right to terminate this Agreement under any
of the following conditions:

- 469 ▪ If one of the parties shall be declared insolvent or bankrupt.
- 470 ▪ If a petition is filed in any court and not dismissed in ninety days to declare one
of the parties bankrupt and/or for a
471 reorganization under the Bankruptcy Law or any similar statute.
- 472 ▪ If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of
the parties.
- 473 ▪ If the CLIENT does not pay Creatos Inc. within thirty (30) days from receipt of
Creatos Inc.'s invoice and/or
474 otherwise materially breaches this Agreement.
- 475 ▪ If Creatos Inc. fails to perform its obligations under this Agreement and such
failure continues for a period of thirty
476 days after written notice of the default, the CLIENT shall have the right to terminate
this Agreement.
- 477 ▪ Either party may terminate this Agreement upon sixty days (60) written notice.
478

479 Upon termination, all hardware and software installed by Creatos Inc. that was required
to conduct network support services are
480 the property of Creatos Inc. and will be surrendered and returned to Creatos Inc. at

481 end of the agreement. Client is still
obligated to pay the remaining durational value or a mutually agreed upon amount to
482 satisfy the terms of the agreement

483 Non-Hire/Non-Disclosure
484 Because employees are one of our most valuable assets, policy and professional ethics
require that our employees not seek
485 employment with, or be offered employment by any CLIENT during the course of engagement
and for period of one (1) year
486 thereafter. Your signature on this document confirms your organization's agreement to
adhere to this professional standard of
487 conduct.

488
489 CLIENT acknowledges that Creatos Inc. is involved in a highly strategic and competitive
business. CLIENT further acknowledges
490 that CLIENT would gain substantial benefit and that Creatos Inc. would be deprived of
such benefit, if CLIENT were to directly
491 hire any personnel employed by Creatos Inc.. Except as otherwise provided by law,
CLIENT shall not, without the prior written
492 consent of Creatos Inc., solicit the employment of Creatos Inc. personnel during the
term of this Agreement and for a
493 period of one (1) year following expiration of this Agreement.

494
495 CLIENT agrees that Creatos Inc. damages resulting from breach by CLIENT of this
provision would be impracticable and that it
496 would be extremely difficult to ascertain the actual amount of damages. Therefore, in
the event CLIENT violates this provision, CLIENT
497 shall immediately pay Creatos Inc. an amount equal to 60% of employee's total annual
compensation, as liquidated damages and
498 Creatos Inc. shall have the option to terminate this Agreement without further notice
or liability to CLIENT. The amount of the
499 liquidated damages reflected herein is not intended as a penalty and is reasonably
calculated based upon the projected costs Creatos Inc.
500 would incur to identify, recruit, hire and train suitable replacements for such
personnel.

501
502 This Confidentiality, Privacy and Compliance portion of this Agreement is in addition
to other terms and conditions set forth in any
503 and all contracts currently existing or hereafter created between CLIENT and Creatos
Inc. This agreement shall under no
504 circumstances be deemed to alter any such contract except as specifically provided below.

505
506 Creatos Inc. acknowledges that in the course of providing services to said CLIENT,
Creatos Inc. may learn from CLIENT
507 certain non-public personal and otherwise confidential information relating to said
CLIENT, including its customers, consumers or
508 employees. Creatos Inc. shall regard any and all information it receives which in any
way relates or pertains to said CLIENT,
509 including its customers, consumers or employees as confidential.

510
511 Creatos Inc. shall take commercially reasonable steps to not disclose, reveal, copy,
sell, transfer, assign, or distribute any part
512 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
513 for any purpose other than purposes which serve CLIENT or as expressly and specifically
permitted in writing by said CLIENT or as
514 required by applicable law.

515
516 Said CLIENT acknowledges that it also has responsibility to keep records and
information of its business, customers, consumers, and
517 employees, confidential.

518
519 Said CLIENT also acknowledges that all information and services, consulting techniques,
proposals, and documents disclosed by
520 Creatos Inc. or which comes to its attention during the course of business and provided
under this agreement constitute valuable
521 assets of, and confidential and/or proprietary to Creatos Inc.

522
523 This provision shall survive termination of this Agreement and any other agreements

between CLIENT & Creatos Inc.

524

525 General Provisions

526 a) Sole Agreement: This Agreement constitutes the entire and only understanding and
agreement between the parties

527 hereto with respect to the subject matter hereof and, except as expressly set forth
herein, may be amended only by a

528 writing signed by each of the parties hereto.

529

530 b) Severability: If a court of competent jurisdiction determines that any terms or
provision of this Agreement are invalid or

531 unenforceable; such determination shall not affect the validity or enforceability of
the remaining terms and provisions

532 of this Agreement, which shall continue to be given full force and effect.

533

534 c) Captions: The captions of the paragraphs of this Agreement are for convenience only
and shall not affect in any way

535 the meaning or interpretation of this Agreement or any of the provisions hereof.

536

537 d) Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit
of, the parties hereto and their

538 heirs, legal representatives, personal representatives, administrators, successors, and
permitted assigns, as the case

539 may be.

540

541 e) Waiver: Any failure of either party to comply with any obligation, covenant,
agreement, or condition herein may be

542 expressly waived, but only if such waiver is in writing and signed by the other
parties. Any such waiver or failure to

543 insist upon strict compliance with such obligation, covenant, agreement, or conditions
shall not operate as a waiver of

544 and/or set precedence with respect to any subsequent and/or other failure.

545

546 f) Governing Law: Notwithstanding the place where this Agreement may be executed by any
party, this Agreement, the

547 rights and obligations of the parties, and any claims and disputes relating hereto
shall be subject to and governed by

548 the laws of the State/Province of Ontario as applied to agreements among Ontario
residents to be entered into

549 and performed entirely within the State of Ontario, and such laws shall govern all
aspects of this Agreement.

550 The parties agree to submit to the personal jurisdiction and venue of the state and
federal courts in the State/Province of Ontario,

551 in the Judicial Circuit/District where Creatos Inc. has its principal office, for
resolution of all disputes and causes

552 of action arising out of this Agreement, and the parties hereby waive all questions of
personal jurisdiction and venue

553 of such courts, including, without limitation, the claim or defense therein that such
courts constitute an inconvenient

554 forum.

555

556 g) Assignment: This Agreement and the rights and duties hereunder shall not be
assignable by either party hereto except

557 upon written consent of the other.

558

559 h) Force Majeure: Creatos Inc. shall not be liable for any problems due to external
causes beyond its control

560 including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or
other act of God, and/or power failure,

561 virus propagation, improper shut down of the Network and related Network
Systems/Services.

562

563 i) Attorneys' Fees. In any action between the parties to enforce any of the terms of
this Agreement, the prevailing party

564 shall be entitled to recover all expenses, including reasonable attorneys' fees.

565

566 j) IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year
first below written.

567

568 Remedies
569 In the event CLIENT terminates this Agreement for any reason other than a breach of the
terms herein, CLIENT shall be entitled to a
570 refund of any monies extended in advance of the month or part thereof for which
services by Creatos Inc. were last performed.

571 Description
572 Creatos Inc. offers a comprehensive and fully configurable (up to 24x7) service
573 offering that provides reactive and proactive
574 support for your IT applications for both Commercial Off-The-Shelf (COTS)
configurations and custom (in-house) applications. By
575 applying regular monthly maintenance tasks to the network backbone we will be able to
reduce the likelihood and frequency of
576 network failures and issues, thus saving the customer money (and time) in unforeseen
downtime. The monitoring solution we put in
577 place also assures we have all the information we need to make meaningful suggestions
and also helps to ensure we know of issues
578 as early as the customer. In this we will be in a position that allows us to service
and solve unforeseen issues with great speed, so that
579 each issue takes less time to resolve. By combining these two activities, we can reduce
the overall cost of our customer's network
580 while at the same time creating a more stable and optimized network environment. This
will be backed up regularly with scheduled
581 Health reviews with the customer in which we will be reviewing reports with the
customer and therefore providing them with a level
582 of transparency they have not been able to achieve to this point.

583
584 Benefits
585 Reduced overheads. Managed IT services are a cost effective method for managing your
business' IT requirements as you do not
586 need to hire IT staff in house. Having an IT department in house can be costly
especially if you do not require the services of IT
587 experts on a daily basis. By outsourcing your IT department you are able to only pay
for IT support when you need it and as you
588 need it.

589
590 Increased efficiency. Outsourcing IT support also allow you to increase business
productivity and efficiency as you are able to
591 focus on what you do best, rather than having to solve complex IT problems.

592
593 Scalability. You have a team of IT experts - not just one - on hand, at your demand to
help solve IT problems as they arise, no
594 matter how big or small.

595
596 Customized Plans. You can customize your managed IT services plan to suit your business
needs and budgets. Pay per device, pay
597 as you go, pay by the number of IT support hours required each month or the level of
monitoring and maintenance required - you
598 decide.

599
600 Accountability. Your IT services provider is accountable for the functionality and
performance of their services. Running complex IT
601 infrastructure can be quite expensive and involving. Technology solutions give you the
assurance that someone else is accountable
602 for the delivery of the services that you require. It also means that you can direct
your resources to your core business.

603 Services Included

604 Our Technology Solution program is designed to provide:

607 Core Elements	Description
608 Server Monitoring	Monitoring the customer's servers for any issues
609 that may arise.	
610 Backup Monitoring	Monitoring the success of the customer's backup
611 solution if service was	
612 purchased to ensure that their data is always	
613	

614 protected.

615 Network Monitoring Monitoring the customer's routers and switches if
service is purchased

616 to ensure that network traffic is always moving.

617

618 Workstation Monitoring Monitoring the customer's workstations for any
issues that may arise to

619 ensure optimum performance.

620

621 Automated Maintenance Basic automated maintenance and self-healing
solutions applied to

622 customers' servers, workstations.

623

624 Patch Management Monitoring and management of patch levels if
service is purchased;

625 ensuring desktops, servers are kept up to date.

626

627 Application Monitoring Monitoring customers' email availability, Outlook
web access, SQL

628 Database, and Terminal Services if service is
purchased.

629

630 Endpoint Security (ESM) Apply a complete security management system to
customers'

631 environment, including: antivirus, antispypware,
and anti-malware

632 management.

633

634 Performance Reporting Monthly / quarterly CIO meetings to review
customized reports,

635 overall network health, and strategic IT planning
with customer

636 if service is purchased.

637

638

639 Appendix A.1 - Contact Information
Account Representative

640 Your Creatos Inc. Account Representative / Primary Contact will be listed on your
641 signed quote. Please contact <him/her> if you wish to
642 make any changes to, or ask questions about your service agreement with us.
643 You can contact your account representative with the contact information for your
Account Representative provided to you in your signed quote.

644

645 Changes to this agreement may only be requested by the persons named above. It is the
responsibility of the CLIENT to notify Creatos Inc.
646 of changes to the contact person.

647

648 This agreement covers the CLIENT locations detailed in the signed quote.

649

650 This agreement allows for the following CLIENT Maintenance Windows:

Site Name	Task	Day	Time
Main Office	Workstation Patching	Everyday	3 AM - 5 AM
Main Office	Server Patching	Sunday	3 AM - 5 AM
Main Office	Workstation Reboots	Everyday	3 AM - 6 AM
Main Office	Server Reboots	Sunday	3 AM - 6 AM
Main Office	Routine Maintenance Items	Everyday	12 AM - 3 AM

658

659 Time listed within Appendix A.1 is listed in the CLIENT's local time zone.

660

661 Appendix A.2 - Device Identification and Preventative Checklist

662 This agreement is based on the following information agreed upon by you. Any changes to
this information require an updated
663 service agreement.

664

665 DEVICES SUPPORTED BY THIS AGREEMENT

666 The devices detailed in the signed quote are covered by this agreement.

667

668 Since part of this service agreement includes device support, CLIENT is responsible for
669 informing Creatos Inc. of changes to the
670 number of devices within five (5) business days.

671 Under this agreement, the CLIENT is entitled to the quantity of supported devices as
672 defined in the signed quote.
673 Any additional devices added to program will increase the per month per network device
674 cost based on the number of additional devices added,
675 additional servers added and the number of workstation devices added. The monthly
676 pricing will be automatically updated
677 with the addition of a device(s).

676 Preventative Maintenance Checklist

677 Description - Daily, Weekly, Monthly, Quarterly.

- 678 Preventative Maintenance - Daily, Weekly, Monthly, Quarterly
- 679 Real Time System Monitoring - Daily, Weekly, Quarterly
- 680 Backup Monitoring - Daily
- 681 Virus Definition Updates - Daily
- 682 Real Time Virus Scanning - Daily
- 683 Deep Virus Scanning - Weekly
- 684 Workstation Security Patches - Daily
- 685 Server Security Patches - Weekly
- 686 Event Log Monitoring - Daily
- 687 Temporary File Removal - Daily
- 688 Defragmentation of Workstation Hard Drives - Weekly
- 689 Disk Error Checking - Daily
- 690 Disk Space Checking - Daily
- 691 Executive Reporting - Monthly
- 692 Review and Planning Meeting - Quarterly

693 Appendix A.3 - Service Desk, Response Times and Rates

694 Creatos Inc. Service Desk Services

695 The Creatos Inc. Service Desk provides a point of escalation for your company when they
696 have an issue or question. Creatos Inc.'s

697 staff is available during business hours to log issues and support your team. You can
698 contact the IT Service Desk via email

699 or phone. We commit to responding to your question promptly (response times guaranteed,
700 based on severity). If you are contacting

701 us to escalate a service outage, we will route the call to our technical center for
702 prompt attention.

703 Emergency Support Issues

704 Our Technology Solution Program enables access to emergency support services when the
705 need arises. Should your team detect

706 an issue with a service or device outside standard business hours, you can contact the
707 Emergency Support team to report the issue.

708 Creatos Inc.'s team (security or network, as appropriate) will investigate the issue
709 and act appropriately.

710 Service Desk Severity and Response Times

711 Problem Severity	712 Initial Response Time	713 Escalation
----------------------	---------------------------	----------------

714 Expected Time to Resolution

715 Emergency

716 (Business Hours)	717 1 hour	718 N/A
----------------------	------------	---------

719 Determined by the nature of the event - normally 4 hours

720 Critical - Site Impact	721 2 hours/next business day	722 1 Hour
----------------------------	-------------------------------	------------

723 Determined by the nature of the event - normally 8 hours

724 Major - Departmental Impact	725 4 hours/next business day	726 4 Hour
---------------------------------	-------------------------------	------------

727 Determined by the nature of the event - normally 8 hours

728 Normal - User Impact	729 8 hours/next business day	730 8 Hour
--------------------------	-------------------------------	------------

731 Determined by the nature of the event

732

721 Nuisance Issues 16 hours/2nd business day 4 Hour
Determined by the nature of the event

722

723 Service/Incident Escalations

724 As not every support case can be resolved at the point of report, it is important to
outline the process by which cases are and can be
725 escalated.

726

727 Functional Escalations

728 As outlined in the Service Desk Severity and Response Times chart above, our service
desk team will escalate any unresolved issue(s)
729 to our Operations team within the time allotted for that severity level.

730

731 Hierarchical Escalations

732 If you have questions or concerns about the operation of the service desk, wish to
compliment the team, or simply require more
733 information about an incident; please contact your account representative to gain more
insight.

734

735 Rate Card (if not included in Service Offering)

736

737 Time of Service Rates

738

739 Business Hours

740 Monday - Friday, 8:00am - 5:00pm

741 Onsite: \$135 / hour

742 Remote: \$95 / hour

743

744 After Hours

745 Monday - Friday, 5:00pm - 11:00pm

746 Saturday, 9:00am - 5:00pm

747 Onsite: \$180 / hour

748 Remote: \$135 / hour

749

750 Overnight

751 Monday - Friday, 11:00pm - 8:00am

752 Saturday 5:00pm - Monday 8:00am

753 Onsite: \$240 / hour

754 Remote: \$190 / hour

755

756 Holidays

757 As listed in Holidays Observed and Service

758 Support Hours

759 Onsite: \$275 / hour

760 Remote: \$250 / hour

761

762 Time listed within Appendix A.3 - Rate Card is listed in the CLIENT's local time zone
except in a situation where the CLIENT specifically
763 requests a specific representative from Creatos Inc. instead of the first available
representative to resolve a issue for the CLIENT.

764 In such a unique scenario the time will be reconized by the representative local time
zone.

765

766 Appendix A.4 - Monthly Pricing Structure

767 The cost of the Service Tier, Plan and/or individual product program is based upon
several key factors:

768 1. Base program cost that includes monitoring of the amount of devices listed in the
signed quote. These are the devices that have been identified in
769 Appendix A.2 that will require maintenance, monitoring and support as determined by
your organization's critical
770 business functions (email, internet, file sharing etc).

771

772 2. Any additional servers or devices that exceed the device limit of the Service Tier,
Plan and/or individual product Program.

773

774 3. Inclusion of any optional modules over and above the base program.

775

776 4. Total number of monthly pre-scheduled maintenance hours or block of hours that are
required to maintain said

777 devices, as determined by Creatos Inc.

778

779 5. Any additional dispatch, support or emergency fees

780

781 6. Any special line of business applications or conditions that exist.

782

783 Monthly Maintenance Monitoring and Support

784 The Service Tier, Plan and/or individual product service program includes pre-scheduled onsite and/or remote support and maintenance. Based on the number

785 of users and devices within your organization, Creatos Inc. will commit to having a technician onsite or working remotely from

786 our Network Operation Center on a scheduled basis to assist you with any IT related issues or questions.

787 Based on this information, the monthly program price for CLIENT has been determined by the signed quote.

788

789

790 Appendix B: Client Standards Checklist

791

792 Client Name: Location:

793 Desktop PCs and Notebooks/Laptops

794 ▪ All Desktop PCs and Notebooks/Laptops with Microsoft Operating Systems running

795 ▪ Windows Vista Pro or later

796 ▪ All Desktop PCs and Notebooks/Laptops with Microsoft Operating Systems have all of the latest Microsoft Service packs

797 and Critical Updates installed

798 ▪ All Non-Microsoft PCs and Notebooks/Laptops must meet similar OS-Specific requirements such as the latest version of

799 the OS as supplied

800 ▪ All Desktop PC and Notebook/Laptop Software must be Genuine, Licensed and Vendor-Supported

801 ▪ All Desktops PCs and Notebooks have a minimum of 2GB Ram and 80GB Hard Drives

802

803 Servers

804 ▪ All Servers with Microsoft Operating Systems running Windows Server 2008 or later

805 ▪ All Servers with Microsoft Operating Systems have all of the latest Microsoft Service Packs and Critical Updates installed

806 ▪ All Server Software must be Genuine, Licensed and Vendor-Supported

807 ▪ All Servers have at a minimum 25% free space on all drives that are currently installed and partitioned

808 Environmental Conditions (Unless Being Supplied As Part of Technology Solution Contract)

809 ▪ The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus/

810 Spyware Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email

811 ▪ The environment must have a currently licensed, up-to-date and Vendor-Supported

812

813 Anti-Spam Solution

814 ▪ The environment must have a currently licensed, up-to-date and Vendor-Supported Anti-Spam Solution

815 ▪ The environment must have a currently licensed, Vendor-Supported Server or Network-based Backup Solution

816 ▪ The environment must have a currently licensed, Vendor-Supported Firewall between the Internal Network and the

817 Internet

818 ▪ All Wireless data traffic in the environment must be securely encrypted- Traffic should be segmented for public vs.

819 private

820 ▪ The environment must have a T1 or other form of High-Speed Internet Access with Static IPs

821

822