

MANAGED SERVICES AGREEMENT

THIS AGREEMENT is n

BETWEEN :

(1) **of**

(2)

WHEREBY IT IS AGRE

1. Definitions

In this Agreement, the fo

“Charging Rates”

“Equipment”

“Managed Services Fee

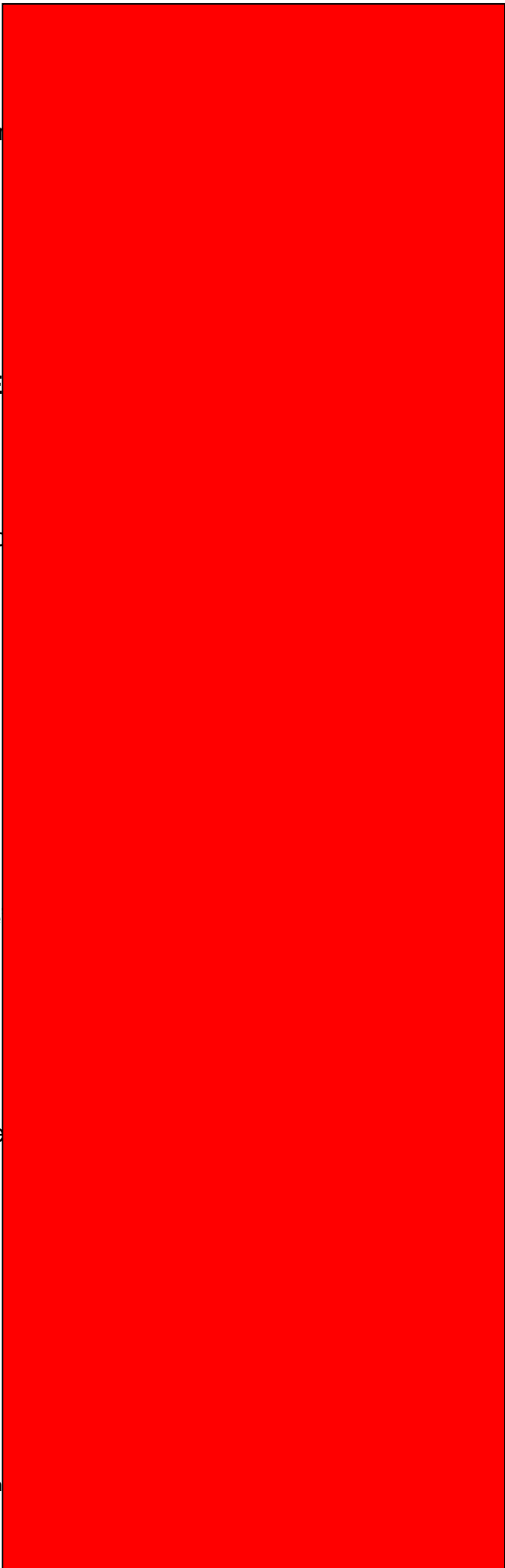
“Period”

“Service Level Schedule

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¹ You may not want this clause
[ManagedServicesAgreement/U14]
Page: 3

- 3.7 The Company shall not be responsible for Client additional charges at its discretion if the Client is responsible for the reasonable charges incurred by the Client or on account of the Client's negligence or any of the following:
- a. any failure to comply with the instructions in the user manual or other manuals or software provided to the Client;
 - b. any tampering with the Client's equipment on the Client's premises;
 - c. any use of the Client's equipment in conjunction with any other equipment not approved by the Company;
 - d. electrical work performed by the Client;
 - e. maintenance of the Client's equipment not performed in accordance with the manufacturer's instructions or the equipment's maintenance schedule;
 - f. repair or replacement of equipment not covered by the reasonable wear and tear exception, including but not limited to:
 - i. misuse of the equipment or the Client's Agreement; or
 - ii. damage to the equipment during the Client's use of the Company's services;
 - iii. damage to the equipment as a result of the Client's negligence or the Client's failure to take appropriate care of the Client's equipment, including but not limited to: damage to electrical equipment due to power surges or humidity;
 - iv. damage to the equipment due to normal usage, including but not limited to damage to hard disks due to the use of software not approved by the Company;
 - v. damage to the equipment due to installation or use of equipment not approved by the Company or installation or use of equipment indirectly caused by the Client's negligence.