

## **PROTECHTORS BY MOSAIC TERMS AND CONDITIONS**

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## GENERAL

### 1. DEFINITIONS AND INTERPRETATION

In these Conditions, the Rate Schedule and every Quote, Order, Plan contract, or other arrangement in connection with the supply of Goods or Services by Mosaic Technologies the following words have the following meanings:

**“After Hours”** means from 4:30pm – 8:00am Monday to Friday and all day Saturday and Sunday, including recognized Mosaic Holidays (see appendix B)

**“Business Hours”** means 8:00am – 4:30pm Monday to Friday, excluding recognized Mosaic Holidays (see appendix B)

**“Client”, “You” or “Your”** means a person who seeks or obtains a quote for, or who orders, Goods or Services from Us, and includes both a person whose name is on the Order or on an email attached to which is an order, a person who places an order, and a person on whose behalf an Order is placed or on whose behalf it appears and order is placed, and in any case each of their heirs, successors and assigns;

**“Conditions”** means these terms and conditions;

**“Goods”** means any goods and/or services sourced by Us or provided by Us in connection with any such goods and/or services including computer hardware and Software and any goods or services provided in connection with any of those things;

**“Order”** means any order requested by You to Us for Goods or Services in any form;

**“Quote”** means a quote provided to You by Us;

**“Period”** means a particular number of half-days, days, weeks, months, or any other period, as may be agreed between Us and the You as the period during which some Services will be provided;

**“Plan”** means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services (including unlimited support) and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in a Plan Schedule;

**“Plan Schedule”** means the key terms applicable to Plans as set, and as may be varied by Us, from time to time in its absolute discretion without notice to You;

**“Public Holidays”** means any day which is recognized as a Federal holiday

**“Rates”** means the hourly rates and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the Rates Schedule, a Plan, Plan Schedule, Quote, contract or arrangement entered into by Us and You or in these Conditions;

**“Rate Schedule”** means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in its absolute discretion without notice to You;

**“Reasonable Assistance Limits”** has the meaning set out in clause 17.2;

**“Return/Cancellation Fee”** means a fee charged pursuant to clause 12.5 as set by Us from time to time;

**“Service request”** means a request for service such as adds, moves, changes and technical assistance;

**“Services”** means the provision of any services by Us including Work, advice and recommendations;

**“Software”** includes software and any installation, update, associated software and any services provided in connection with any of these things;

**“Us”, “Our” or “We”** means Mosaic Technologies and its heirs, successors and assigns; and

**“Work”** means anything We may do, provide, customize, produce or acquire, whether or not in connection with, or for the purposes of, You or Your use or benefit, and includes testing, troubleshooting, installation and configuration of new equipment or software, consulting, scoping, planning, documenting and quoting for complex items.

In these Conditions, the Rate Schedule and every Quote, Order, Plan, contract, or other arrangement in connection with the supply of Goods or Services by Us, unless the contrary intention appears:

Words denoting the **singular** number only **shall include the plural** number and vice versa;

**Headings** and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of these Conditions;

A reference to time is to **Central Time**

A reference to an **individual or person includes a corporation**, partnership, joint venture, association, authority, trust, state or government and vice versa;

A reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to these Conditions;

A recital, schedule, annexure or description of the parties forms part of these Conditions;

A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;

Where an expression is defined, **another part of speech or grammatical form of that expression has a corresponding meaning**;

A reference to **“includes”** and words of similar meaning mean **includes without limitation**;

A reference to **“will”** imports a condition not a warranty; and

A reference to **bankruptcy or winding up** includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration, being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction and to the procedures, circumstances and events which constitute any of those conditions or matters.

## 2. APPLICATIONS OF THESE CONDITIONS

Unless otherwise agreed by Us in writing, these Conditions are deemed incorporated in and are applicable to (and to the extent of any inconsistency will prevail over) the terms of every Quote, Order, Plan, contract, or other arrangement in connection with the supply of Goods and/or Services by Us to You.

The invalidity or enforceability of any one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement.

## 3. COMMITMENT TERM

- 3.1 The minimum term that You acquire the service for is outlined in Our Quote to You (the **“Committed Term”**), beginning from the first of the next month after the date of signing or approving the Quote.
- 3.2 After the expiry of the Committed Term, a **12 Month** extension of the Term will automatically **begin** and will continue extend for successive 12 Month periods, unless earlier terminated by you as specified in Clause 4.

## 4. TERMINATION

- 4.1 This agreement may be terminated by either party for just cause. Just cause is defined as the failure of either party to perform their respective contractual obligations. In the event of a failure to perform the obligations described in the signed proposal, the aggrieved party must provide thirty (30) days' advance written notice of the intent to terminate this Agreement and allowing the breaching party this time period to cure or remedy the breach.
- 4.2 You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee (as defined in Our Quote) multiplied by the number of months left in the current Commitment Term within 14 days of providing Us notice of termination.
- 4.3 All termination requests must be made in writing via email to:  
[Business.support@experiencemosaic.com](mailto:Business.support@experiencemosaic.com)

## 5. REPRESENTATIONS

5.1 You acknowledge that no employee or agent of Ours has any right to make any representation, warranty or promise in relation to the supply of Goods or Services other than subject to and as may be contained in the Conditions. Any such representation, warranty or promise is hereby expressly disclaimed.

**5.2 WE MAKE NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THIS DISCLAIMER IS CONSPICUOUS.**

## 6. NOTICES

6.1 Any notices given under the Conditions shall be in writing and sent by e-mail to the last notified e-mail address of Yours and shall be deemed delivered on the date sent by Us with confirmation of electronic transmission.

## 7. GOVERNING LAW

7.1 The Conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the conflicts of laws principles of any jurisdiction.

## 8. ASSIGNMENT

8.1 You may not assign Your rights and obligations under this Agreement without the prior written consent of Us.

## 9. VARIATION OF THESE TERMS AND CONDITIONS

9.1 We may at any time vary these Terms and Conditions by publishing the varied Terms and Conditions on Our website. You accept that by such publication, We have provided You with sufficient notice of the variation. We are under no other obligation to notify You of any variation to these terms and conditions.

## GOODS AND SERVICES

### 10. QUOTES

10.1 Term and effect: Quotes will only be valid for 7 days unless otherwise specified in the Quote. A Quote is merely an invitation to You to place an Order with Us and the acceptance of a Quote by You will not create a binding contract between You and Us.

- 10.2 Quote is valid for 7 days only. Expiry dates on Quotes are set to be able to inform Us when the Quote is still active or to be discarded. Once rejected or expired, the Quote will need to be requested again.
- 10.3 Once a Quote has been confirmed by Us, then the prices in the Quote will be confirmed as the final agreed price. A Quote is confirmed as 'final' as soon as both parties agree with the final price after any changes requested by You that are accepted by Us.
- 10.4 The price in the final Quote may vary from the original request if there is any price or product changes requested by You. We reserve the right to alter product and prices in the quote, as long as the Quote has not been accepted by You.
- 10.5 Quotes and estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the Quote or estimate is given. If You later require any changes to the quotes, and We agree to the changes, these changes will be charged at Our prevailing rate.
- 10.6 Once the Quote has been confirmed and converted to an Order, the Order will be subjected to our normal Terms and Condition of Sale (including these Conditions).
- 10.7 The general minimum turnaround time for Quote request to be actioned is usually 24 hours. In the event that a Quote is required urgently please let us know so that we can respond to it accordingly.
- 10.8 When a special price or discount offer has been applied to this Quote, no other special promotion, discount or bonus offer will be applicable.
- 10.9 In the event that products in the Quote are subjected to any price and supply fluctuations that is outside of Our control We reserve the right to update the price and product in the Quote accordingly. If a product has undergone a price drop or a price increase, the Quote will then be adjusted accordingly. If there is a product that is no longer available, the product will then be replaced or substituted based on Your request and is subject to Your final approval.
- 10.10 Price on non-stocked products are subjected to price and stock fluctuations and can only be confirmed once the Quote is turned into an Order. While We endeavour to honor every price quoted, if there is a price increase that is beyond our control, We reserve the right to increase the price as necessary.
- 10.11 Once a Quote has already passed the expired date, the Quote or estimate shall be deemed cancelled and terminated without any notice to or approval from You.



- 10.12 ETA information is based on an estimate given by our vendors and cannot be held as the actual promised date. We are not responsible for any delays in any estimated shipping, delivery or performance dates or timelines.
- 10.13 Freight charges will be added to the Order unless otherwise stated. Any included delivery charges are estimates only.
- 10.14 We do not keep inventory and as such only order items once we receive a completed order from a client. If You would like to return an item or cancel an order, a restocking fee may apply. We will need to get approval from the distributor that the stock is returnable before being able to issue a refund as not all products can be returned.
- 10.15 Prices are based upon total Quote purchase.
- 10.16 Unless specified, all items on Quote are covered by manufacturer's warranty terms.
- 10.17 Varying or withdrawing Quotes: We may vary or withdraw a Quote at any time in Our absolute discretion and without prior notice to You. We may do so for any reason We consider fit, including, e.g. where the Goods or Services become unavailable or the cost price of Goods or Services increases after the date of the Quote.

## 11. ORDERS

- 11.1 Order forms: You may place an Order for Goods and/or Services with Us. Normally, We will require that You provide either a completed Order form or You approve the quote electronically via either an email or a web based system with the date and Your details, including Your [business](#) name and [Federal Tax ID](#) (including the full name or description of any person on whose behalf the order is placed), Your address together with any relevant Quote number and date.
- 11.2 Approval of Orders: You will need to sign the Order or have it duly executed on Your behalf, unless the Order is sent by email or via the web based ordering system, in which case the Order will be treated or deemed as if signed by or on behalf of You by the person whose name appears as the sender of the email or submitter of the form.
- 11.3 Reliance on appearance of validity: Absent actual knowledge to the contrary, We may rely upon the apparent validity of an Order. If any Order is signed or sent by email or approved through the web-based ordering system by a named person, that person warrants that the Order is, and it is acknowledged the Order is deemed in favor of Us to be:
- 11.3.1 signed by, and duly authorized by, both the person who signed the Order and the person who sent the email; and

11.3.2 duly authorized by the person on whose behalf the Order is placed or apparently placed.

- 11.4 Acceptance and Orders: An Order has no effect unless or until it is accepted by You in writing and, until We have received from You payment in full (unless other arrangements have been made) for the Order and any related freight, delivery and (where applicable) in-transit insurance costs in full.
- 11.5 Credit checks: For the purposes of ascertaining the credit standing or history of a prospective customer to whom We are considering extending credit or payment terms, You hereby consents to Us undertaking a credit reference check in respect to You.
- 11.6 Cancellation of Orders: You will not cancel an Order unless We agree to do so in writing in Our absolute discretion. You acknowledge that, amongst other things, We cannot cancel an Order once the manufacturer or supplier has shipped the relevant Goods and that such shipping often occurs the same day as the Order is placed by Us.
- 11.7 Processes and Procedures: We have processes and procedures that We follow in the course of the provision of Our Services and the supply of Goods. You agree to co-operate with Us and to comply with such processes and procedures as advised to You from time to time.

## **12. PRICING AND RATES**

- 12.1 Rates exclude Tax: All Rates and amounts charged or quoted for Goods and/or Services by Us are exclusive of Tax and any other applicable taxes, tariffs, duties, or other government charges.
- 12.2 Rates Schedule: You must pay for Goods and Services at the Rates set out in any applicable Plan and the Rate Schedule (see appendix C) as applicable from time to time during the provision of the Goods and/or Services.
- 12.3 Vary Rates: We reserve the right vary any Rate and/or the Rate Schedule from time to time (subject to any fixed pricing for specific periods in any Plan), in its absolute discretion and without notice to You.
- 12.4 Call-out and after-hours fees: You acknowledge that call-out and/or after-hours fees may be charged in addition to the Rates at Our absolute discretion and that the amount of the call-out fee will depend upon where the Services are provided.
- 12.5 Return/Cancellation Fee: Where We arrange a return or refund on behalf of You, or where an Order is cancelled by You after acceptance by Us, We may charge You a Return/Cancellation fee to cover the administration costs to Us in processing the return or refund, or in processing the Order,

the cancellation and any refund. We may deduct the Return/Cancellation fee from out of any moneys otherwise due to be refunded to You by Us.

- 12.6 Expenses: You must pay any out-of-pocket expenses incurred by Us in providing the Services to You in addition to the Rates, charges and call-out fees, upon written demand. Such expenses will include travel costs, flights, car rental, fuel, insurance, taxi fares, accommodation and related meal allowance, tolls and car parking expenses. Where appropriate, We will obtain prior written authorization from You before such expenses are incurred.
- 12.7 Separate charges for Goods and Services: We may in Our absolute discretion charge for Goods separately from Services or may charge for Goods and Services together.
- 12.8 Minimum Increments: Our Minimum Service Charge is one-half of the hourly Rate for the corresponding service provided as set out in the Rates Schedule, and additional time will be billed in 30-minute increments.
- 12.9 Calculation of increments: Where a charge is calculated based on increments of time, e.g. 1 hour or 30 minutes, We will charge the applicable Rate for the whole increment of time even if work is done during part of, but not for the whole of, that increment of time.
- 12.10 Change in underlying costs: Without prejudice to any other rights of Ours under these Conditions, where there is any increase in the underlying costs incurred by Us in connection with the supply of Goods or Services to You, We may, in our absolute discretion, vary any of Our Rates.
- 12.11 Pre-Paid Blocks of Service: Where You agree to buy Pre-Paid Blocks of Service during a Period, payment must be made in advance for the Pre-Paid Blocks of Service at the Rate applicable pursuant to the Rates Schedule for all Services. Each such Rate being less any discount agreed in writing between Us and You in respect of the Pre-Paid Blocks of Service. Services included in a Pre-Paid Block of Service rate during the Period:
- 12.11.1 are calculated in accordance with the applicable minimum time periods and **increments** set out in the Rates Schedule; and
- 12.11.2 **are only provided by Us during the applicable Period.** Where Services are provided for a specified Period:
- 12.11.2.1 the Services remaining unused for that Period cannot be rolled over into any subsequent Period; and
- 12.11.2.2 We are not liable to refund, re-imburse, pay damages or otherwise compensate or indemnify You in respect of those unused Services.

12.11.2.3 Pre-Paid Blocks of Service may be used for IT work, audio/video, camera, security or any other low voltage work remotely or onsite.

### **13. SERVICES AND PLANS**

13.1 Service and Plan Variations: Currently, We offer the Services and Plans referred to in the Rates Schedule and any Plan Schedule. We may withdraw the provision of, or vary the scope or terms of, or add to or change, the Services without notice to You, from time to time in Our absolute discretion.

13.2 Copies on Request: We will provide You with a copy of the current Rates Schedule upon request. Plan Schedules are tailored for particular Plans and are available to Clients participating in the Plan.

### **14. CONTRACTING**

14.1 We may subcontract any or all of the Services to be performed, but shall retain prime responsibility for the Services under these terms.

### **15. RETURNS AND CLAIMS FOR GOODS AND SERVICES**

15.1 General Returns Policy: Notwithstanding anything in these Conditions, You acknowledge that We supply Goods subject to all applicable conditions, including returns and claims policies, of any relevant manufacturer or supplier. You will accept Goods subject always to these Conditions and the terms of such conditions and will indemnify and hold Us harmless in respect of any further or other obligation or any failure or default on the part of that manufacturer or supplier.

15.2 Customized Goods not returnable: Where Goods have some element of customization for You, are supplied pursuant to an Order for Goods that is in the opinion of Ours special or unusual, the Goods are obtained from overseas, the Goods are obtained from a supplier who is no longer trading, or the Goods are otherwise not readily returnable by Us to the manufacturer or supplier or any related services may not be cancelled, You may not return the Goods to Us or cancel the related Services.

15.3 Duty to inspect: You will inspect all Goods immediately upon their delivery. Within 7 days of such delivery, You may give written notice to Us of any matter or thing, by reason of which You might wish to return the Goods, ask for a refund, or make a claim. If no such notice is given on time, You will accept the Goods without any such return, refund or claim.

15.4 Return Condition: Where You are entitled to return Goods under these Conditions, You must return the Goods in their original condition and unopened, provided always that where, upon opening the packaging it becomes apparent that the Goods are different to what is described on the packaging or that the Goods are faulty, the Goods may be returned.

- 15.5 Return costs: You will pay all costs and expenses incurred by Us in arranging the return of the Goods to a manufacturer or supplier and/or the cancellation of any related services unless that manufacturer or supplier pays such costs.
- 15.6 Consequences of use, installation, customisation or sale: You will indemnify and hold Us harmless in respect of all allegations and claims in respect of Goods once such Goods have been used, installed, customised or re-sold by You (without prejudice to the recourse of such a customer to the manufacturer of the Goods).

## **16. COMPUTER UTILITY, FUNCTIONALITY AND FITNESS FOR PURPOSE**

- 16.1 Service limitations given the science of computing: You acknowledge that a reasonable incident of the Services may involve trial and error and that it is a science applied often in novel or unknown circumstances and involving experiment. In particular, You acknowledge that the Services may involve tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure a problem You are having. While We will make what We consider (in Our absolute discretion) to be all reasonable efforts to provide appropriate tests, troubleshooting, sound advice and good recommendations in order to assist You, You will always indemnify and hold Us harmless in the provision of our Services to You.
- 16.2 Reasonable Assistance Limits: We are only obliged to provide what We consider, in Our absolute discretion, to be reasonable assistance in the circumstances (including with the installation and customisation of new software or hardware for You or any other Work) under any Plan and You will pay for additional work at the Rates unless otherwise agreed. Without limiting the discretion of Us to determine what reasonable assistance is, normally, reasonable assistance is limited to work done during Business Hours over a period of time not exceeding any period that We have allowed or allows for the Work or has estimated or estimates the Work will take, whether or not notice of the time allowed or estimated is given by Us to You.
- 16.3 Recommendations, suitability, functionality and fitness for purpose: The parties acknowledge that:
- 16.3.1 We may recommend that You purchase Goods provided by third parties from time to time;
- 16.3.2 Recommendations may be made in situations where You have made known to Us the purpose for which the Goods will be used or some function sought to be fulfilled;

- 16.3.3 You acknowledge that We have no control over many factors involved with the suitability, function or fitness for purpose of Goods in an existing or new computer environment, e.g.
    - 16.3.3.1 the compatibility or ability of the Goods to fit into or perform to expectations in the receiving computer/internet environment; or
    - 16.3.3.2 the behaviour of third-party supplier, e.g. in relation to support;
  - 16.3.4 You acknowledge that for a number of reasons outside of Our control, the Goods may fail to meet Your expectations, may not turn out to be fit for all or any of the purposes sought, may not be suitable or may not function properly in all or any respects;
  - 16.3.5 You acknowledge that the Services provided by Us may involve the very task of seeking to customize Goods so they may be fit for particular purposes and that customization may be a very substantial project in itself;
  - 16.3.6 Accordingly, You will accept the sole responsibility for, and indemnify and hold Us harmless in respect of:
    - 16.3.6.1 decisions as to whether or not to follow recommendations by Us;
    - 16.3.6.2 decisions as to whether or not to purchase or customize Goods or obtain Services for that or any other purpose; and
    - 16.3.6.3 any failure or defect in suitability, function or fitness for purpose of any Goods and/or Services, including a responsibility to obtain Your own independent advice or second opinion from a suitably qualified person;
  - 16.3.7 Where We provide Services with a view to achieving Your purposes, suitability, function or fitness for purpose (whether expressed, agreed or otherwise), You must pay for those Services on time without any set-off or counter-claim, whether or not We are able to achieve any of such purposes, suitability, function or fitness for purpose, provided always that We have acted in good faith and have made what We consider, in Our absolute discretion, to have made all reasonable efforts to achieve those outcomes.
- 16.4 Testing Procedures: You will follow the instructions of Ours with regard to testing or troubleshooting any problems and that if those do not resolve the outstanding problems, We will, subject to these Conditions, allocate such

resources as We consider reasonable in the circumstances towards their resolution.

## 17. FORCE MAJEURE

17.1 Force Majeure. Should any circumstances beyond Our control occur that delays or renders impossible the performance of its obligations hereunder, such obligations shall be postponed for such time as necessary or delayed on account thereof, or canceled, if such performance necessarily has been rendered impossible thereby. Events of force majeure shall include, without limitations, (a) acts of God; (b) flood, fire, earthquake, catastrophes such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (j) other similar events beyond Our reasonable control.

17.2 We will not be liable for any breach of contract due to any matter or thing beyond Our control, including failures by third parties to supply goods, services or transport, stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident.

## 18. PRODUCT SPECIFICATIONS

18.1 **Alterations to Specifications:** We make every effort to supply the Goods in accordance with the Order however We may supply alternate Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer of the Goods after the Order date and before delivery.

18.2 **Substitute Goods:** If We cannot supply the Goods ordered by You, We may supply alternate Goods of equal or superior quality provided however that You will not pay a higher price than the price Quoted or otherwise agreed for the Goods ordered.

## 19. MANUFACTURER WARRANTIES

18.3 **Reliance on Manufacturer's Warranty:** You will rely on the warranties provided by the manufacturer of Goods supplied by Us (where applicable) and will deal direct with such manufacturer rather than Us for all claims covered by such warranties.

18.4 **No claim for manufacturer's default:** You indemnify and hold Us harmless in respect of the performance or otherwise, by any manufacturer

of Goods supplied to You by Us, of any of the obligations of such manufacturer in respect of such Goods. This includes any damages or moneys due to You arising under, or in connection with, any breach by the manufacturer of any the manufacturer's warranties in respect of the Goods.

## 20. LIABILITY

- a. **Exclusion:** Except as specifically set out herein and so far as may be permitted by law, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- b. **No liability for program or data loss:** You indemnify and hold Us harmless in respect of any allegation, claim, loss or expense of Yours or any third party for any program or data loss or damage suffered by You or that third party arising directly or indirectly from the supply of the Goods or Services by Us to You.
- c. **Limit on non-direct damage:** You indemnify and hold Us harmless in respect of any allegation or claim as to, and in no event shall We be liable for any loss of use, revenue or profit, loss of data or diminution in value, or for consequential, indirect, incidental, special, exemplary, or punitive damages, losses or expenses suffered by You or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to You or any third party, whether arising out of breach of contract, tort (including negligence) or otherwise, and regardless or whether such damages, losses or expenses were foreseeable and whether or not We have been advised of the possibility of such damages, losses or expenses.
- d. **Limit on damage from a failure in supply:** You indemnify and hold Us harmless for any allegation or claim for loss or damage by You or a third party where We have failed to meet any delivery date or cancels or suspends the supply of Goods or Services.
- e. **General limit on liability:** Except as otherwise expressly stated in these terms and conditions, We are not liable for any loss or damage of any kind however caused (including, but not limited to, by the negligence of Us) which is suffered or incurred by You in connection with:
  - i. Goods or Services provided to You or any Work;
  - ii. these Terms and Conditions;
  - iii. Your use of Our website (including the use of a credit card or other debit device) or any linked website;
  - iv. the non-availability of Goods or Our Services for any reason;



- v. any act or omission of Ours or the provision of inaccurate, incomplete or incorrect information by You, or
  - vi. for any other reason whatsoever.
- f. **Limitation options:** To the extent that any legislation implies a condition or warranty that cannot be excluded but can be limited, clause 21.5 does not apply to that liability and Our liability for any breach of that condition or warranty is limited to Our doing any one or more of the following (at its election):
  - i. replacing the Goods or supplying equivalent Goods, Services or Work;
  - ii. repairing the Goods or the Work;
  - iii. paying the cost of replacing the Goods or the Work or acquiring equivalent Goods, Services or Work; or
  - iv. paying the cost of having the Goods or the Work repaired.
- g. **Laws still apply:** Nothing in these Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of the Goods or Services which cannot be excluded, restricted or modified.
- h. **Severance:** If any provision contained in the Conditions is unlawful, invalid or unenforceable, those provisions may be severed without prejudice to the validity and enforceability of the remaining provisions of the Conditions.

## 21. ERRORS AND OMISSIONS

- a. We make every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of an error or omission, We may rescind the affected contract by written notice to You, notwithstanding that We have already accepted Your Order and/or received payment from You. Our liability in that event will be limited to the return of any money You have paid in respect of the Order.

## OUR RESPONSIBILITIES

### 22. PRIVACY STATEMENTS AND YOUR RIGHTS

- a. We are collecting Your personal information for the fulfilment of Quotes, Orders and the provision of Goods or Services to you and may retain and use these for any such purposes (“Authorized Purposes”).
- b. You are required to provide your personal information to Us for Authorized Purposes.
- c. We may disclose Your personal information to other persons for the purposes of the fulfilment of Quotes, Orders and Work for you or in order

to provide Goods or Services to You, to verify the information You provide, for questions 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 questions relating to any of the foregoing.

- d. Otherwise We will not disclose Your personal information without Your consent unless required by law.
- e. 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.
- f. 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.

## **23. OUR WEBSITE**

- a. We make no representations or warranties in relation to information available on Our website, including without limitation:
  - i. that the information on Our website is complete or correct;
  - ii. 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.

## **YOUR RESPONSIBILITIES**

### **24. SUBMITTING A SERVICE REQUEST**

- a. In order for Us to provide You with the agreed Service, You agree to follow Our process for lodging of Service Requests as outlined in Appendix A.

### **25. ACCESS TO SYSTEMS, SITES AND PEOPLE**

- a. In order 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.
- b. You agree to allow Us to install software on Your Equipment that allows Our technicians to access Your systems at any time. This software allows Us to view system statuses, monitor-information sent and received, see users' desktops and control Your PC's. This may require that devices are left on overnight or weekends.

### **26. THIRD PARTY AUTHORIZATIONS**

- a. 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 are able to deal freely with these providers.

## **27. PAYMENT, LATE PAYMENT AND DEFAULT**

27.1 Payment. Payment of amounts called for in the signed proposal shall be due and payable within (15) days of invoicing unless as otherwise outlined in the payment schedule. You shall be responsible for the payment of all sales or use taxes and assessments that may become due or arise out of this Agreement. We shall retain and shall have all lien rights provided by the applicable state or federal law where the project is located and where the services and products are delivered. Pursuant to Wisconsin Construction Lien Law, We hereby notify You that persons or companies furnishing labor or materials for construction on owner's land may have lien rights on the land and buildings if not paid. Those entitled to lien rights, in addition to the builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction and should give a copy of each notice received to his lender, if any. We agree to cooperate with the owner and his lender, if any, to see that all potential lien claimants are rightly paid.

27.2 Late Payment Interest. For each started day of delay in fulfilling any payment obligation under this Agreement, the recipient has the right to charge the defaulting party late payment interest on the outstanding amount at a rate equal to the lesser of 1.5% per month and the highest rate permissible under applicable law.

27.3 Return Payment. If payment is made by check or similar instrument that is returned by the bank to US, a returned check fee may apply, in addition to the total amount due.

## **28. NON-SOLICITATION OF EMPLOYEES**

- a. You agree that employees are one of Our most valuable assets and that policy and professional ethics require that during the term of our engagement, and for a period of two (2) years thereafter, you will not, without Our written consent, directly or indirectly, solicit for employment any employee of Ours who provided any of the Services to You in connection with this Agreement; provided, however, that the foregoing limitations shall not apply to (i) any general solicitations for employment (such as any newspaper, periodical or Internet help wanted advertisement) that are not targeted directly at employees of Ours, or hiring as a result thereof, or (ii) the hiring of any person who has been terminated by Us or who has received notice of termination from Us prior to commencement of employment discussions between You and such employee.
- b. You acknowledge and agree that a breach or threatened breach of this Section 28 would cause irreparable harm to Us for which monetary damages would not be an adequate remedy. Without limiting any rights or

remedies available to us at law or in equity, We shall be entitled to equitable relief, including, without limitation, injunctive relief, in the event of a breach or threatened breach of this Section 28, without posting bond or other security.

## **29. SOFTWARE**

- a. All Software licences are the responsibility of You and not that of Us. It is the duty of Yours to store all licences for all Software used, so that that they can be reproduced if and when required. This includes all Software installed by Us.
- b. Software license will be set to automatically renew by default; it is Your responsibility to inform Us with at least thirty (30) day notice if you do not wish to have software license automatically renew
- c. You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:
  - i. any unauthorized Software use by You;
  - ii. any breach of any Software licence in respect of Software provided to Us by You to be installed on one of Your computers;
  - iii. otherwise as a result of Us installing Software at Your request where You are not authorised to use the Software; and
  - iv. any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.
- d. All copyright in custom software remains the sole property of Ours unless alternate arrangements are made as part of a separate software agreement.

## **30. HARDWARE**

- a. Hardware. For all Hardware provided by Us under this Agreement, You agree to comply with all of the Manufacturer's specifications, instructions, and any other documentation provided with such Hardware. We will pass through any Manufacturer limited warranty provided for such Hardware to the extent permissible by the original equipment manufacturer.
- b. Support Contracts. You are responsible for ensuring Hardware support contracts are maintained on devices owned by You. We will approach support contract inventory during onboarding on a best-effort basis.

### 31. COPYRIGHT AND CONFIDENTIALITY

- a. **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.
- b. **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.
- c. **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 any and all information We receive which in any way relates or pertains to You, including Your customers, consumers or employees as confidential.
- d. 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 enter a service request only the methods below must be used:

**Phone:** 715-458-5400

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

**Web Portal:** <http://experiencemosaic.com/protectors/support>

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.

In order to provide the best possible service, requests must not be submitted directly to any Protectors personnel. Emergency service requests must be submitted by phone.

### SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

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

## APPENDIX B

### MOSAIC RECOGNIZED HOLIDAYS

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day After Thanksgiving Day
7. Christmas Eve (half day beginning at 12:00 pm)
8. Christmas Day

#### Mosaic Holiday Observance Policy

- If a recognized holiday falls on a **Saturday**, it will be observed on the **preceding Friday**.
- If a recognized holiday falls on a **Sunday**, it will be observed on the **following Monday**.

## APPENDIX C

### MOSAIC RATE SCHEDULE

Protechtors By Mosaic Labor Rates	Hourly
IT Administrator	\$149.95
IT Administrator After-Hours	\$299.95
Senior IT Engineer	\$199.95
Senior IT Engineer After-Hours	\$399.95