

# ProSuite Terms & Conditions

## MainSpring Support Services

MainSpring shall provide to Client remote or onsite support of their systems in accordance with SCHEDULE A. Support requests will be performed remotely, if a support request cannot be resolved remotely, at MainSpring's option, a MainSpring engineer will make a scheduled service call to the Client's location. MainSpring's normal working hours for the purpose of this agreement are 7:00 a.m. to 7:00 p.m., Monday through Friday. MainSpring may also provide to Client onsite technical equipment for the support of their systems. Client requested onsite visits that are not covered by ProSuite are subject to additional charge, with a two-hour minimum at MainSpring's standard hourly rates applied. After hours remote support is also subject to additional charge, as more specifically described under Monitoring and Answering Service below.

## Term/Termination

This term of the Agreement shall, at Client's option, be as follows:

- » A no-term commitment; Agreement continues until terminated by Client upon sixty (60) days' prior written notice during the first year, and upon thirty (30) days' written notice thereafter,
- » A defined term commitment (e.g. 1-year, 2-year, 3-year, etc.) from Effective Date; Agreement automatically renews on the effective date on the contract, client may terminate with 60-days' notice prior to the automatic renewal date

MainSpring may terminate this Agreement at any time upon thirty (30) days written notice to the Client. The length of Client's commitment affects Client's pricing. Accordingly, if Client terminates prior to the end of its agreed upon commitment, Client shall be required to pay, in one lump sum, the monthly charges for the unused balance of the agreed upon term commitment. Upon termination of this Agreement, (x) MainSpring will provide transitional support for thirty (30) days, and (y) Client shall return all MainSpring provided equipment promptly at the client's cost and pay all open invoices in full. Failure to return MainSpring's equipment within 15 days will result in charges to cover the cost associated to replace the unreturned equipment. Client agrees to pay such charges, whether the equipment is unreturned, lost, stolen, damaged or destroyed. Failure to pay all open invoices in full prior to the final transition date may result in a delay of the final transition.

Either party may terminate this Agreement immediately upon notice of a material breach of this Agreement by the other party or if the other party becomes insolvent, or bankrupt, liquidated or dissolved, or ceases substantially all of its business. Neither party shall be liable for damages resulting from a termination of this Agreement as provided for herein.



## Fees

All clients must have a current New Client Profile (NCP) on file. Fees will be calculated based upon the information provided in SCHEDULE A. Fees are billed monthly, in advance, commencing on the Effective Date and are NET 30. If the Effective Date is other than the 1st of the month, prorated fees for initial month and next month will be billed in advance. A finance charge of 1.5% per month (18% per year) will be assessed on any unpaid balance remaining after due date. MainSpring, Inc., accepts automated clearing house (ACH), checks and purchase orders. Client is responsible for collection/legal fees for balances MainSpring needs to collect outside of accounting team calls. Fees stated in this Agreement are subject to increase annually after the initial term commitment or if no term commitment, each year, provided that increases shall not exceed 3% year over year. MainSpring reserves the right to refuse or suspend service under this Agreement in the event Client has failed to keep the account current.

## Representation and Warranties

Each party represents and warrants to the other that (i) it has all necessary authority to enter into and perform its obligations under this agreement without the consent of any third party, and (ii) that it shall comply in all material respects with all laws applicable to the performance of the Services. THE PARTIES HERETO MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT.

## Assignment

MainSpring may assign this Agreement in whole or in part to an affiliate or third party only with the prior consent of Client. Client may freely assign this Agreement to a successor-in-interest of its entire business upon prior notice to MainSpring.

## Confidential Information

MainSpring will keep all client information confidential.

## Non-Solicitation

The Client hereby agrees not to solicit, recruit, hire or otherwise to retain the services of any MainSpring employee except through MainSpring. Should the Client violate this provision, as compensation for the cost to MainSpring of its investment in and/or training of and/or loss of services of the said employee, and not as a penalty, the Client agrees to pay the Company a sum equal to one year's maximum billable revenue for such employee.

## Maintenance

MainSpring reserves the right to conduct after hours/weekend maintenance to ensure optimal performance. MainSpring will notify the point of contact (POC) of any planned downtime at least two weeks prior to the scheduled maintenance.



## Force Majeure

MainSpring shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such party's reasonable control, including, but not limited to, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action, epidemics, pandemics or power failure.

## Indemnification

MainSpring hereby agrees to indemnify and hold Client harmless from all claims, losses, and liabilities (including reasonable attorney's fees) arising from any claim or suit brought against Client by a third party based on Client's use of the Services rendered by MainSpring under this Agreement, but only to the extent such claims, losses and liabilities (i) relate directly to MainSpring's fraud, gross negligence, willful misconduct, or breach of this Agreement in performing such Services and (ii) are not attributable, in whole or in part, to the fraud, gross negligence, willful misconduct, or breach of this Agreement by Client. This paragraph sets forth MainSpring's sole liability and entire obligation and the Client's exclusive remedy for any action that is brought against MainSpring.

IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, THE PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS HEREUNDER AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Client Responsibilities

- » Client shall provide MainSpring access to executives of its organization for business direction and decisions during vCIO meetings
- » Client shall maintain current support contracts with mission critical third-party applications and hardware vendors

## Complete Agreement

This Agreement, including the selections on the SCHEDULE A, shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements with respect to same.

## ProSuite Includes:

- » Access to MainSpring Client Web Portal
- » Unlimited access to MainSpring vCIO
- » ProSuite vCIO meetings
- » ProSuite IT Road Map
- » ProSuite Administrator Audits



- » Access to MainSpring ticketing system | ticket reporting
- » Software license management
- » Spyware prevention and removal
- » Anti-virus solution
- » Management of spam filtering solution
- » Preventative maintenance (Windows only)
- » Automated OS system patching (Windows only)
- » Automated Microsoft Office patching (Windows-only)
- » Workstation remediation (for ProSuite covered machines)
- » Administration of Active Directory, servers, email and routers (e.g. add/delete users, reset passwords)
- » 24/7 server and network remediation for monitored issues (onsite and remote); extra charges may apply for onsite and after-hours services
- » End user refresher training on ProSuite
- » Minor version updates to business-critical software listed in these Terms & Conditions
- » New hire setup and termination support

## ProSuite Does Not Include:

All project and equipment recommendations will be accompanied with a quote for Client approval.

- » Workstation and server hardware upgrades
- » Workstation reassignments (unless configuring a covered machine for a new hire)
- » Any work for a machine or user without an active agent
- » Major version upgrades to business-critical software
- » End of Life applications and hardware
- » Spam filtering software
- » After hours end user/workstation support
- » Labor or materials for new servers, new workstations or network devices (e.g. printers, fax, copiers)
- » Mac OS and application updates are not pushed by MainSpring
- » Labor or materials for new projects (Professional Services)
- » New products, solutions or initiatives

## Business-Critical Software

MainSpring provides support for the following business-critical software:

- » Adobe
- » Adobe Creative Suite
- » Foxit PhantomPDF
- » Browsers: Chrome, Edge, Firefox, Safari
- » Microsoft Office
- » Microsoft Office 365
- » Microsoft Teams

- » Microsoft OneDrive
- » Microsoft SharePoint permissions (once the site has been updated)
- » G-Suite
- » Sage Accounting
- » QuickBooks
- » Webroot
- » Java
- » Blue Beam Products
- » Dropbox
- » Egnyte
- » FileZilla
- » SnagIT
- » Exclaimer
- » Zoom

## ProSuite Support for Macs Explained

- » MainSpring supports Mac workstations under ProSuite
- » Mac users will have the same level of support at our Support Centre as our PC users.
- » The blue MainSpring icon used by the support team is in a different location on the screen of a Mac than a PC.
- » Mac OS software and security updates will be delivered through the built-in automatic updates feature within the OS itself.
- » MainSpring is not responsible for compatibility issues resulting from OS version updates. Mac users should verify with MainSpring before updating OS versions.
- » If a Mac computer fails altogether, we'll work with you to get the computer shipped to an Apple repair provider, work with you to replace the Mac, or schedule and onsite to repair it. These are the same scenarios we would follow for PCs with problems that can't be resolved remotely and need hardware maintenance.

## Optional ProSuite 24/7 End User/Workstation Support

This coverage will provide unlimited access to the Support Centre for end user issues and emergency reporting and troubleshooting.

### Monitoring and answering service

Times available: 7:01 p.m. to 6:59 a.m., M, T, W, Th; 7:01 p.m. Friday to 6:59 a.m. Monday.

Functions included in this optional 24/7 end user/workstation support:

- » Dedicated phone number provided to client for emergency access
- » All incidents are billable
- » Calls will be routed through an answering service, but will be routed to a MainSpring engineer to follow up with the user.
- » \$270 per hour, with one hour minimum
- » \$360 per hour, on [MainSpring recognized holidays](#)



- » Billing starts when technician answers phone and runs until the issue resolution is in place
- » Onsite visits are performed at the specific request of client or at the discretion of MainSpring

Last updated: March 18, 2021