

Professional Services Blanket Statement of Work Terms and Conditions

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Purpose

The purpose of this document is to clearly communicate with Infinite IT customers what is typically required by various Infinite IT Professional teams (including our Installation, Onsite Support Staff, Consultants, Cabling and Electrical Crews, and Infinite Technical Assistance Centre staff (NOC).

Although not all support requests will require all of the items contained in this document, most usually apply in order to support your organization properly.

Project Timeline Estimates

Based on Infinite IT Solutions Inc ("8IT") best practices & procedures, each support call can vary in the number of hours required to complete the service. Please refer to your Quotation for further details.

All times listed on your quotation are exclusive of any transportation requirements, shipping and packaging costs.

The total time outlined does not reflect actual service outages or interruptions. Please speak to your account or project manager about service outages or interruptions if this is a concern to your business.

Out of scope or unpredictable services required are extra and cannot be accounted for in advance, but shall be billable to complete the work unless otherwise agreed upon.

Schedule of Rates

The current billable rates for the services outlined on your Quotation will be billed as per the time utilized for the scope as defined within this document. Estimated costs reflected on the respective Quotation may vary from actual time rendered.

If additional time is required to facilitate any work (whether it is deamed to be in or out of scope), 8IT shall bill out at \$2,360.00 per day, in half-day increments, for as many days that Customer requires 8IT services. It is understood that if 8IT is providing services under a pre-approved discount package that may be offered to Customers from time to time that all time shall be billable. In the case of pre-purchased hours, upon exhaustion of the Hours pre-purchased, 8IT shall bill the hours rendered according to the program stipulations at the time in order to continue supporting Customer until project completion. If no such program is approved or available at the time of project commencement, 8IT shall invoice services rendered at the normal daily rate listed herein.

If the project occurs over several months, 8IT will bill Customer on a monthly basis for any services rendered within that calendar month, prior to the billing date.



Service Deliverables

Customer is contracting a specific statement of work from 8IT as defined on the Quotation. The services being rendered may be time-based or task-based, and anything contained in the Quotation approved by Customer shall always superceed this Statement of Work document.

Assumptions

The following are the assumptions on which the 8IT scope of work has been built:

- 8IT will conduct all work during normal business hours, including the migrations of existing services over to the new equipment during scheduled cutover periods. Normal business hours are defined as Monday to Friday 9:00am to 5:00pm EST, excluding statutory holidays.
- Any Weekend or Evening work hours shall be billed at an increment of 1.5x per hour.
- Any Holiday work hours shall be billed at an increment of 2x per hour.
- Customer will ensure that the cable plant (network drops, UTP, fibre patch cables, termination and Ethernet patch cables in closet and computer room, cross connects from UTP termination to switches) is completed prior to installation of the network equipment as required. All fibre and Ethernet cable will be certified, labeled and tested and provided to 8IT's staff in fully working condition.
- Customer will assign key resources who have the necessary information and knowledge about Customer's existing network infrastructure and related components.
- Customer resources will work closely with 8IT resources throughout the project.
- Customer personnel are expected to participate in implementation activities as required.
- Customer will provide technical data, documentation and other information or assistance required.
- Customer shall provide security and parking badges for all 8IT team members, including Subcontractors, as required at the cost of Customer. Customer agrees to reimburse 8IT for any parking costs or travel expenses incurred to 8IT as a part of completing the work, if applicable.
- Customer is responsible to make any changes required to existing applications, servers, personal
 computers, laptops, printers and any other device that use the network should they be required.
- Customer shall be responsible to ensure proper air conditioning, electrical work, UPS and space allocation
 for the technologies being worked on as a part of this scope. This work must be completed prior to
 installation of the equipment.
- Customer will provide network cable racks in computer room and network closet with sufficient space as required by the equipment.
- Customer shall provide unrestricted access to the required workspace in order to fulfill the duties outlined within this statement of work.
- Customer shall provide to 8IT staff un-restricted access to the internet at all times.
- Customer shall provide a safe workspace for 8IT staff to work from in order to fulfill the requirements of this statement of work.

Service Limitations

Activities such as, but not limited to, the following are exclusions from this service:

- Any services not clearly specified in this document.
- Application integration or integration of third-party products or peripherals not included with the system.



- Any firewall requirements, server/storage requirements, or other interconnect requirements are to be treated as out of scope.
- Third party devices that are not covered on the Quotation will require on site staff with the required knowledge to configure the third party device to work as may be required from time to time throughout the engagement.

Customer Responsibilities

The Customer will:

- BE RESPONSIBLE FOR ALL DATA BACKUP AND RESTORE OPERATIONS AS 8IT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR
 DATA INTEGRITY OR DATA LOSS FOR ANY OF THE WORK PERFORMED;
- Ensure that all service prerequisites as per 8IT and/or manufacturer's physical, electrical and environmental requirements have been met;
- Ensure that the computing environment is suitable for the requested services, and provide all required
 electrical power, network cabling, racks, and other materials necessary for successful configuration and
 start-up of the equipment, interconnect switching (including, but not limited to Fiber Fabric Support, Fiber
 Switching, and Fiber Cabling) including:
 - Sufficient rack space for the solution at the site as required;
 - Any and all cabling (including but not limited to all power requirements, copper Ethernet, and/or fiber cabling that may be required);
 - Appropriate power for equipment to function properly;
- Assign a designated person from the Customer's staff that is:
 - o fully accessible to 8IT staff, who, on behalf of the Customer, will grant all approvals, provide information, ensure that all hardware, firmware, and software that the service specialist will need in order to deliver this service are available and that software products are properly licensed, and otherwise be available to assist in facilitating the delivery of this service;
 - a qualified system/network person from the Customer's staff who, on behalf of the Customer, will provide the 8IT employee with the information required in the service planning interview, and who will also, for existing network devices, perform and/or coordinate any configuration changes, software updates, and associated network cabling changes required for a fully functional network environment;
 - Communicate any changes in designated Customer staff with as much notice possible;
- Verify user-to-server, server-to-storage, (and if required, user-to-storage and/or server-to-server)
 connectivity and existing network functionality following the completion of the service;
- Adhere to licensing terms and conditions regarding the use of any 8IT service tools used to facilitate the delivery of this service, *if applicable*;
- Communicate with IT and Help Desk staff that 8IT is authorized to perform the work required, and communicate the dates upon which the services are to occur;
- Communicate with any other staff members of 8IT of any services that may be affected during the migration, so that staff may maintain optimal productivity;
- Provide a suitable work area for delivery of the service, including access to an outside telephone line, power, internet, and any network connections required;
- A COMPLETE BACK UP OF ALL DATA ON ALL SERVERS, STORAGE AND ALL EQUIPMENT; 8IT SOLUTIONS INC. WILL NOT BE
 RESPONSIBLE FOR ANY DATA LOSS WHATSOEVER; IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT ALL DATA IS BACKED
 UP IN FULL PRIOR TO 8IT ENGAGEMENT AS 8IT CANNOT GUARANTEE CUSTOMER DATA INTEGRITY.



Change Management Process

Changes during the course of a project are sometimes inevitable and can affect the scope, cost, delivery, and nature of the contract outputs as well as the functioning of the project team.

Change Management is a systematic process that allows for changes, and at the same time, aims to minimize the negative consequences of these changes.

To maintain the balance between requirements and cost/schedule, the project team needs an effective process, that:

- Allows change during the project life cycle;
- Always puts the change in the context of the latest documented agreement between Customer and 8IT.

Requests for change, regardless of the nature of the change may be initiated by anyone involved in the project and will be documented and submitted to Management and the 8IT Solutions Project Manager for approval. The approval process will include authorization for additional funding and schedule relief. Once approved, the changes will be added as an addendum to the statement of work. Not all change requests may be approved.

Management can approve requests for work outside the scope of the contract, statement of work (SOW), functional specification, and/or other documents contractually agreed only if the customer authorizes any required additional funding or schedule relief.

Project managers must institute a process for evaluating change requests, garnering required funding, and controlling the impact of any changes that are made. An effective change control process ensures:

- Scope, schedule, and cost control;
- Visibility of scope and cost changes;
- Effective team communication;
- Clear roles and responsibilities with regard to managing changes;
- Effective interface to configuration management;
- Consistent quality of outputs and meeting customer needs;
- Consistent decision making regarding the implementation of change throughout the project organization;
- Efficient interface with change control processes of the customer and any external parties;

The change control process described in this section is based upon the issue resolution process with additional focus on key steps of:

- 1. Planning Establishing change management plans, processes and expectations during project planning.
- Initiation Recognizing the need for a change and documenting the request using the 8IT Global Method
 Change Request template. The Change Request will be entered in the Service Order Notes. Change
 requests can be initiated by any team member and the project managers. Change requests should be
 submitted by email to the 8IT Project Manager and copy to the Customer Project Manager.
- 3. Review Reviewing the request for completeness will be done by 8IT and Customer Project Managers.
- 4. Approval for Evaluation Approving the cost for further evaluation, if needed.



- 5. **Review**, Negotiation and Approval Assessing the results of the review and or evaluation, the impact on the project and deciding the course of action. Approval from Customer by signoff is required prior to initiating the work.
- 6. **Implementation** Putting the approved change decisions into action.
- 7. **Review and Verification** Reviewing and assessing the results of change implementation.
- 8. **Closure** Capturing lessons learned and administratively closing the request.

Acceptance and Authorization

By signing off 8IT Quotation, or providing a Purchase Order against a Quotation, or by providing Electronic or Written Authorization against a Quotation, you hereby accept these terms and conditions, and agree to be billed accordingly.

You also agree to cooperate with the terms and conditions as set out within this document, along with any separate terms and conditions included in the "Services Included" section of your quotation. You understand that based on the nature of 8IT's industry, this document may be modified, changed, receive additions, or have content deleted at any time and without notice.

This document is available online and by request at any time. You also acknowledge that these "Blanket Terms and Conditions" may be superceeded if provided in writing on a Quotation by 8IT to Customer, and that Quotation is accepted by Customer via any of the methods listed above. If a Quotation is replaced by a new Quotation, and the New Quotation is the final one accepted, all previous Quotations shall be deemed null and void.

You also agree to abide by 8IT's standard Billing policy and Master Services Agreement, both documents are available online or upon written request from your 8IT Account Manager or Service Representative.



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