



Visix Advanced Configuration Services Agreement

This Advanced Configuration Services Agreement ("ACSA") is entered into by and between Visix and Client as of the later date signed below (the "Effective Date"). The Parties acknowledge and agree this ACSA is an Exhibit of the Master Agreement.

1.0 SERVICES.

- 1.1 Visix agrees to certain advanced configuration services (the "Services") under the terms set forth herein and in the Quote.
- 1.2 The Services are provided at Client's request and Client accepts that it is responsible for ensuring that the Services are suitable for its own needs.
- 1.3 Visix will provide to Client an appropriately qualified agent(s) (the "Consultant", or as the context so applies any of the agents). Visix and/or Consultant will perform the Services in a timely and professional manner, during business hours, exercising due skill and care and will use reasonable endeavors to meet any agreed target dates.
- 1.4 Any scripts developed by Visix as part of the Services, or scripts that are licensed by Visix to Client, are incorporated into, form part of, and work only in conjunction with, the Visix software for which such scripts were developed. Visix licenses the scripts to Client pursuant to the terms and conditions of the software license agreement under which such software was originally licensed to Client, except that the scripts are provided "as is" and the warranty in such agreement will not apply to the scripts nor shall the terms of Visix support for certain scripts. The Parties agree that Visix (or its affiliates and/or licensors as applicable) owns all rights, title, and interest in any script that is developed as part of the Services.
- 1.5 In the event that the Services are completed in less time than is estimated in the applicable Quote, the unused time shall expire and shall not be available for subsequent engagements.
- 1.6 In the event that Client has pre-purchased a block of Services time, any unused time shall expire twelve months from the date of purchase of such time.
- 1.7 In the event that Client cancels or requests a rescheduling of a mutually confirmed Services engagement date with less than one (1) week notice to Visix, the following shall result:
 - 1.7.1 with respect to onsite Services (i) if cancellation by the Client occurs within one (1) week of the scheduled date for such Services then 25% of the scheduled Services time shall be forfeited, or (ii) if cancellation by the Client occurs within twenty-four (24) hours of the scheduled date for such Services then 100% of the scheduled Services time shall be forfeited;
 - 1.7.2 with respect to remote Services (iii) if cancellation by the Client occurs within forty-eight (48) hours of the scheduled date for such Services then 10% of the scheduled Services time shall be forfeited, or (iv) if cancellation by the Client occurs within one (1) hour of the scheduled time for such Services then 100% of the scheduled Services time shall be forfeited; unless otherwise agreed by Visix at its sole discretion.

2.0 CLIENT OBLIGATIONS.

- 2.1 Client agrees to the payment terms set forth in the Quote for the Services.



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- 2.2** Client shall provide the Consultant with all information and help reasonably required by the Consultant and shall make available such of its own appropriately qualified staff as may be reasonably required to assist the Consultant with the performance of the Services, including (a) providing the Consultant with such computer facilities, and office facilities at its premises as may reasonably be necessary to enable the Consultant to perform the Services including suitably equipped accommodation and facilities for making telephone calls to and from the Consultant's offices in private; (b) providing full access to those areas of Client's premises that are required for performance of the Services; and (c) authorizing the Consultant to have access to those computer systems to which it is reasonably necessary to have access for the provision of the Services; and Client shall take all reasonable steps to ensure the health and safety of Visix employees while they are at Client's premises.
- 2.3** Client represents and warrants that any computer hardware or software that the Consultant is asked to use or modify for the purpose of the Services are either the property of Client or are legally licensed to Client and to indemnify Visix in respect of any claims against Visix or its employees by third parties related to such use or modification, including all related costs, expenses, or damages in the event of any actual or alleged violations of third party proprietary rights or software licenses.

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