

Rubiks IT Managed Service Agreement Terms and Conditions

1. Definitions

1.1 Agreement: This Managed Service Agreement, including any annexures, schedules, or attachments.

1.2 Services: The managed IT services provided by Rubiks IT as specified in the Scope of Services.

1.3 Client: The individual or entity receiving the services from Rubiks IT.

1.4 Confidential Information: All information disclosed by one party to the other, whether orally or in writing, that is designated as confidential.

2. Scope of Services

2.1 Rubiks IT agrees to provide the services outlined in the Service Level Agreement (SLA), including but not limited to data installations, Wi-Fi access points, cameras, intercoms, network cabinets, and phone fit-offs.

3. Service Provision

3.1 Rubiks IT will provide the services during normal business hours unless otherwise specified in the SLA.

3.2 Rubiks IT will use reasonable efforts to meet the response times and resolution times outlined in the SLA.

3.3 Unlimited Remote Support: Unlimited remote support is subject to a fair use policy, which is outlined below.

4. Fair Use Policy

4.1 The Fair Use Policy ensures that all clients receive fair and equitable access to Rubiks IT's remote support services.

4.2 Reasonable Use: Unlimited remote support is intended for normal business operations. Excessive use, including but not limited to repeated issues caused by user negligence or lack of training, may result in additional charges.

4.3 Prohibited Use: Using remote support for purposes unrelated to the agreed-upon services, or for activities that could harm Rubiks IT's ability to provide services to other clients, is prohibited.

4.4 Rubiks IT reserves the right to limit or suspend remote support services if a client is found to be in violation of this Fair Use Policy.

5. Payment Terms

5.1 Fees: The fees for the services are detailed in the SLA.

5.2 Invoices: Invoices will be issued monthly in advance and are payable within 14 days of the invoice date.

5.3 Late Payment: Late payments may incur a late fee of 1.5% per month.

6. Termination and Renewal

6.1 Term: The initial term of this agreement is one year from the date of acceptance and will automatically renew for successive one-year periods unless terminated.

6.2 Termination: Either party may terminate this agreement with 30 days' written notice. Rubiks IT may terminate the agreement immediately if the Client breaches any material term of this agreement and fails to remedy the breach within 14 days of written notice.

7. Intellectual Property

7.1 All intellectual property rights in any materials or services provided by Rubiks IT shall remain the property of Rubiks IT.

7.2 The Client is granted a non-exclusive, non-transferable license to use any intellectual property provided by Rubiks IT solely for the purpose of receiving the services.

8. Confidentiality

8.1 Both parties agree to keep all confidential information received from the other party private and not to disclose it to any third party except as required by law.

9. Liability

9.1 Limitation of Liability: Rubiks IT's total liability under this agreement will not exceed the total fees paid by the Client in the six months preceding the event giving rise to the liability.

9.2 Exclusion of Consequential Damages: Rubiks IT will not be liable for any indirect, incidental, or consequential damages arising out of or related to the services.

10. Service Level Agreements (SLA)

10.1 The SLA outlines the specific services provided, response times, resolution times, and any other performance metrics.

10.2 Rubiks IT aims to achieve a 99.9% uptime for all managed services.

11. Force Majeure

11.1 Neither party will be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including natural disasters, acts of war, or terrorism.

12. Liability Insurance

12.1 Rubiks IT will maintain liability insurance coverage for its services as required by law and will provide proof of such insurance upon request.

13. Dispute Resolution

13.1 In the event of a dispute, both parties agree to attempt to resolve the issue through good faith negotiation. If the dispute cannot be resolved, it shall be submitted to mediation before any party seeks recourse through litigation.

14. Indemnification

14.1 The Client agrees to indemnify and hold harmless Rubiks IT against all claims, damages, losses, and expenses arising out of or related to the Client's use of the services.

15. Client Obligations

15.1 Access: The Client shall provide Rubiks IT with necessary access to its facilities, equipment, and staff to perform the services.

15.2 Environment: The Client is responsible for maintaining an appropriate environment for the equipment covered under this agreement.

15.3 Antivirus Protection: Systems must have up-to-date antivirus protection approved by Rubiks IT.

15.4 Backup Software: Systems must have industry-standard backup software approved by Rubiks IT.

16. Response Time

16.1 Rubiks IT will use reasonable efforts to meet the response times and resolution times outlined in the SLA.

17. Security

17.1 Rubiks IT will implement reasonable security measures to protect the Client's data and systems.

18. Agreement Level Information

18.1 This agreement, along with the SLA, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

19. Business Obligations

19.1 Rubiks IT will perform the services with reasonable care and skill in accordance with industry standards.