



TRIFECTA NETWORKS TERMS AND CONDITIONS – THIRD PARTY MAINTENANCE

1. Terms per Master Service Agreement (MSA), Scope of Work (SOW), or end-user Hardware Support Agreement if currently in place between the parties.
2. Quotes are valid for forty-five (45) days from the quote date. Payment terms are Net 30 from the date of invoice.
3. End-user must have valid rights and licenses for operating systems of all assets under support. Trifecta Networks does not provide OEM software updates or upgrades.
4. Desktop, laptop, server and workstation support includes quoted repair services (parts, labor, helpdesk) for contracted devices.
5. Disk arrays and tape libraries are quoted based on provided configuration; coverage includes quoted repair services (parts, labor, helpdesk). Batteries are excluded.
6. Client must provide configuration details and serial numbers for all covered network, server and storage systems so entitlement can be verified and SLAs can be met.
7. All equipment contracted for support must be healthy and operational at contract start. Non-operational systems may be handled under Time & Materials.
8. Customer is responsible for all sales/use/VAT taxes. Quotes and invoices are in U.S. Dollars.
9. Changes in system types, quantities, sites, or coverage levels may affect pricing/discounts and must be approved by Trifecta Networks in writing.
10. Systems requiring remote connectivity to Trifecta Networks tools must be onboarded prior to service start; failure to establish access may affect SLA response.
11. New contracts require a minimum thirty (30) day transition after award. Trifecta Networks will accept calls on a best-effort basis during transition.
12. If diagnostic logs/configs are requested to troubleshoot, they must be provided prior to parts shipment or field dispatch.
13. Defective parts replaced become Trifecta Networks' property and must be returned. Any onsite spares provided under contract remain Trifecta Networks property and must be returned at contract end; unreturned parts may be billed at OEM list plus restocking.
14. To activate coverage, Trifecta Networks requires: signed Quote, Purchase Order referencing quote number/value, and a countersigned MSA/SOW.
15. Call-home features depend on customer configuration. Customer is responsible for backups and data recovery. Trifecta Networks is not liable for data loss.
16. Trifecta Networks acts solely as an agent of end-user rights to facilitate resolution of hardware support events.
17. Any OEM credentials needed to access service menus must be provided/maintained by customer and made available to Trifecta Networks during support.
18. If equipment location is unknown at quoting time, a revised quote will be required once full address is provided.
19. **Fix-First Policy:** Unentitled/out-of-contract systems are repaired on T&M; once healthy, they may be added to contract coverage.

Exclusions

1. Printer maintenance kits and consumables (ink/toner) are not included.
2. Batteries are considered consumables and are excluded unless explicitly stated; replacements are quoted at time of failure.
3. Software upgrades/updates and firmware upgrades/updates are excluded unless explicitly contracted.
4. Damage due to abuse, negligence, improper environment, liquid, fire, temperature, acts of God/force majeure, or unauthorized repairs.



Non-Contracted / Out-of-Scope Support

1. DMR (Defective Media Retention) is included at no additional charge; batteries remain consumables unless otherwise stated.
2. Submitting a Purchase Order or opening a support case constitutes acceptance of Trifecta Networks' Terms & Conditions.
3. Quotes remain valid for 45 days; payment terms are Net 30 from invoice date.

Additional Terms

1. DMR (Defective Media Retention) is included at no additional charge; batteries remain consumables unless otherwise stated.
2. Submitting a Purchase Order or opening a support case constitutes acceptance of Trifecta Networks Terms & Conditions.
3. Quotes remain valid for 45 days; payment terms are Net 30 from invoice date.

Service Level Definitions

NBD — Next Business Day (Remote)

For non-critical systems. Remote response next business day for tickets received by 4:00 PM U.S. Eastern; after-hours routed to next business day.

SP4 — Simple Plus 4

24x7x365 remote response within 4 hours. Parts delivered NBD; onsite dispatch next business day if required.

CP4 — Critical Plus 4

24x7x365 remote response plus 4-hour Field Engineer onsite for mission-critical assets. Parts shipped as needed.

CP4-Uplift — Critical + Part Uplift

Same as CP4 with locally staged or onsite parts to minimize downtime.