



CONTRACT: MONITORING & ALERTING

Client

CONTACT KEYTECH

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CONTACT CLIENT

KEYTECH

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SERVICE CONTRACT: ON-LINE BACKUP

GENERAL DESCRIPTION

Between

Keytech, whose headquarters are located at Meanderveld 9 in 1651 Lot, represented by the contact person Erik Steenhouwer in his capacities as General Manager
Hereafter called **the Provider**,

And

XXX, whose headquarters are located at ,
represented by
Hereafter called **the Client**,

The parties have agreed as follows:

CONTRACT OBJECTIVE

The objective of this contract is the provision of computing services by the Provider for the benefit of the Client, supplied by a team of specialists backed by the technical expertise and adequate infrastructure needed for proper performance of the services.

This service includes monitoring by the Provider of the Client's infrastructure.

The only prerequisites for the Client are:

- a reliable internet connection
- access, granted to the Provider, to the devices containing the data to be monitored

DESCRIPTION OF THE SERVICE

A software package will be installed on the Client's network to allow a 24/7/365 monitoring of the designated devices.

The monitoring will include alerting on:

- Hardware failures
- Service failures
- Update failures (Antivirus, Operating Systems, ...)
- Backup failures
- Critical event logs on server(s) and firewall(s)
- System bottlenecks (Disk, RAM, CPU, ...)

- Outdated software or hardware

ACTIONS

Based on the monitoring, the provider will take 2 types of action:

- Immediate Intervention for critical alerts (spent time will be billed at the rate defined in the pricing section of <https://www.keytech.be>)
- Information and advisory when warning alerts or detected bottlenecks need attention (the client will decide whether action has to be performed)

CONFIDENTIALITY AND DATA OWNERSHIP

The Service Provider undertakes to respect the confidentiality of the monitored data.

The Service Provider also undertakes to keep confidential all information of any nature regarding the Client and which it learns during the mission described in this contract. The confidentiality imposed by this article does not apply to information generally available to the public. The obligations under this article shall remain applicable for the entire duration of the contract and shall continue to apply after the end of the contract, regardless of the reason for terminating the contract.

PAYMENTS

The initial configuration of the monitoring will be invoiced once and will be payable within 30 days of the end of the month of invoicing.

The price for monitoring services provided thereafter by the Service Provider depending on the number of devices selected by the Client will be invoiced yearly and will be payable within 30 days of the end of the month of invoicing.

If the Client fails to pay the cost of services provided, the Service Provider will not be obligated to provide its services and may, after prior notification, stop monitoring until the Client has paid the amounts owing in full.

DURATION OF THE CONTRACT

Start date of the contract: dd/mm/yyyy (monitoring installation)

This contract has been concluded for a period of one year.

Either Party may terminate the Contract by giving 30 days' notice starting from the dispatch date of a letter sent by registered post. However, if there is a serious failure on the part of one of the Parties of its obligations, such as defective service of the host or a non-payment of the invoices by the Client

within the required time, the other Party may terminate this Contract without prior notice by sending a letter by registered post.

If the situation or structure of one of the Parties changes such that the Party concerned is no longer in a position to honour the obligations it has (including, for example, in the event of bankruptcy, concordat, liquidation, transfer of business funds, etc.), the other Party shall be entitled to cancel the contract without prior notice by sending a registered letter by post.

RATES USING THE TABLE ON PAGE 5 AFTER CALCULATING THE NUMBER OF DEVICES REQUIRED

PART 1 – INITIAL MONITORING INSTALLATION & CONFIGURATION (ONE-TIME COST):

| Description | Cost in € ex. VAT |
|--|-------------------|
| Initial monitoring implementation (pricing in accordance to calculation table on page 5) Number of devices = | |
| TOTAL: | |

PART 2 – MONITORING SUBSCRIPTION FEE (YEARLY COST):

| Description | Cost in € ex. VAT |
|---|-------------------|
| 1. Number of devices (see calculation table page 5) = | |
| TOTAL: | |

For agreement KeyTech,

For agreement Client,



- **Yearly cost :**
 - Small (1 to 5 devices) = 240€/fixed price/year
 - Medium (6 to 10 devices) = 45€/device/year
 - Large (11 to 20 devices) = 42€/device/year
 - Huge (>20 devices) = 40€/device/year

- **Single cost : software implementation & configuration**
 - Small (1 to 5 devices) = 400€
 - Medium (6 to 10 devices) = 500€
 - Large (11 to 20 devices) = 600 €
 - Huge (>20 devices) = 30 € per device