



WAREHOUSE DIRECTTECH HELPDESK SERVICES

Phone: 847-631-0761

Email: directtech@warehousedirect.com

- The Warehouse DirecTech Helpdesk provides a point of escalation for the customer IT group when they have an issue or question.
- Warehouse DirecTech staff is available during business hours to log issues and support the customer team. You can contact the Warehouse DirecTech Helpdesk via email or phone.
- Warehouse DirecTech commits to responding to the clients question promptly (response times guaranteed, based on severity). If you are contacting Warehouse Direct to escalate a service outage, we will route the call to our technical center for prompt attention.

EMERGENCY SUPPORT

- The customer's network is monitored 24/7, The Warehouse DirecTech Program enables access to emergency support services. Should the customer team detect an issue with a service or device outside standard business hours, you can contact the Emergency Support team to report the issue. Warehouse DirecTech's team (security or network, as appropriate) will investigate the issue and act appropriately.
- Services are available afterhours and on weekends, additional charges will apply.

ENGAGEMENT

- The Customer hereby agrees to engage Warehouse DirecTech to provide the Customer with services consisting of devices and/or network maintenance, as the Customer & Warehouse DirecTech may agree upon from time to time (the "Services"), and Warehouse DirecTech hereby agree to provide Services to the Customer.

TERM OF AGREEMENT

- The term of this Agreement will begin on the start date of this Agreement and will continue in full force for the term period as specified above on this Agreement and shall be renewed for successive terms unless either party gives written notice of non-renewal to the other party no later than 30 days prior to the expiration of the current initial or renewal term.

PERFORMANCE

- Warehouse DirecTech agrees to service and repair of the Customer's devices at the location[s] at is designated in this Agreement when called upon to do so by the Customer if and when needed.
- Warehouse DirecTech agrees to physically or remotely answer a service call request within four (4) hours of being called for service.
- Warehouse DirecTech also agrees to perform preventative maintenance services on the Customer's business workstation[s] and server[s] up to 5 hours through the duration of this agreement.
- The compensation for network support and maintenance is limited to labor charges only. If parts or upgrades are needed to complete repair at any given time—The Customer shall have the right to purchase the part[s] or upgrade[s] needed from another source as recommended by Warehouse DirecTech if desired. The Limit of Liability and warranty of said part[s] or upgrade[s] would be the responsibility of the Customer if purchased from an outside source.

COMPENSATION

- For the Services provided by Warehouse DirecTech under this Agreement, the Customer will pay to Warehouse DirecTech compensation as stated on this Agreement for the contract duration as specified.
- The Customer shall pay compensation of the service contract as agreed upon the signing of this agreement to Warehouse DirecTech.

ADDITIONAL COMPENSATION

- The Customer will provide additional compensation as follows: The payment for all computer hardware parts replaced or software that is added. The Customer will be invoiced for payment at the conclusion of the service call when performed.



CONFIDENTIAL INFORMATION

- All information relating to the Customer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Warehouse DirecTech and will not be disclosed or used by Warehouse DirecTech except to the extent that such disclosure or use is reasonably necessary to the performance of Warehouse DirecTech's Work.
- All information relating to Warehouse DirecTech that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the Customer and will not be disclosed or used by the Customer except to the extent that such disclosure or use is reasonably necessary to the performance of the Customer's duties and obligations under this Agreement
- These obligations of confidentiality will extend for a period of three (3) months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

OBLIGATION OF CUSTOMER

- Customer will immediately notify Warehouse DirecTech upon learning of any significant problem with the performance of the network.
- Customer will cooperate with Warehouse DirecTech in connection with its performance of the services by providing access to the Customer's physical premises as reasonably necessary from time to time.
- Customer will, from time to time, purchase such software and hardware as may be reasonable necessary for the effective operation of its network.
- Customer will be solely responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations.
- Customer will notify Warehouse DirecTech within a commercially reasonable time regarding any change in the identity of customer's Network Administrator.

INDEPENDENT CONTRACTOR

- It is expressly agreed that Warehouse DirecTech is acting as an independent contractor and not as an employee in providing the Services hereunder. Warehouse DirecTech and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

MODIFICATION OF AGREEMENT

- Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by an authorized representative of each party.

SEVERABILITY

- In any event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement.

TERMINATION OF THIS AGREEMENT

- The Customer may terminate this Agreement at any time giving the Warehouse DirecTech a 30-day written notice.
- The obligations of Warehouse DirecTech under this Agreement will terminate upon the earlier of Warehouse DirecTech ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or Warehouse DirecTech.

GOVERNING LAW

- It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties have duly executed this Service Agreement this 10th day of Sept., 2025

Customer's Authorized Signature:		Warehouse Direct Authorized Signature:	
Name:	VICTORIA RIZO	Name:	Bob Nicolini
Title:	Administrator	Title:	Network Services Manager