

TERMS & CONDITIONS

AUZA IT Services and Consultancy Inc.

Terms & Conditions – Managed Services, Consultancy, and SaaS

Document Version: 2.0

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1. Scope of Services

- 1.1. The scope of services shall be defined in the signed proposal, service order, or agreement with the client.
- 1.2. Any changes or additions to the scope may affect service fees and delivery timelines.
- 1.3. Services may include, but are not limited to: IT consulting, system implementation, cybersecurity services, managed security operations, SaaS offerings, and technical support.

2. Service Standards

- 2.1. Business Hours: Monday–Friday, 9:00 AM to 5:00 PM (Philippine Standard Time), excluding public holidays.
- 2.2. Service Levels: Specific service level agreements (SLAs), including response times, uptime guarantees, and escalation procedures, shall be detailed in the Service Agreement or SaaS Terms of Service if applicable.
- 2.3. Support Availability: Standard support is provided during business hours unless otherwise specified. Extended support may be arranged separately.

3. Fees and Payment Terms

- 3.1. Fees are exclusive of applicable taxes (e.g., VAT, withholding tax) unless otherwise stated.
- 3.2. All government taxes, fees, and charges are the responsibility of the client.
 - 3.2.1. For Project-Based Services:
 - A 50% deposit is required upon acceptance of the agreement.
 - The remaining balance will be invoiced upon written confirmation of project completion.
 - Payment is due within 15 days of invoice issuance, unless otherwise agreed in writing.

3.2.2. For Monthly Recurring Services (Managed Services):

- Fees are invoiced in advance and payable within the first 5 days of each billing cycle (monthly or quarterly, as specified).
- Services may be suspended if invoices remain unpaid 15 days after due date.
- AUZA may terminate services for non-payment after 30 days of continued default.

3.3. Late payments may incur an interest charge of up to 3% per month on outstanding balances, calculated as simple interest.

3.4. Accepted payment methods include bank transfer, check, or other mutually agreed methods.

4. Client Responsibilities

4.1. The client shall provide necessary information, documentation, and access for AUZA to perform services.

4.2. Delays caused by the client may result in service delays and additional charges.

4.3. The client remains responsible for internal IT policies, controls, and backups unless AUZA is specifically contracted to manage them.

4.4. The client shall maintain valid licenses for all software and systems under their control, unless otherwise agreed.

5. Confidentiality and Data Protection

5.1. Both parties agree to treat non-public information as confidential and use it solely for the performance of services.

5.2. Exceptions apply to information already in the public domain or required by law to be disclosed.

5.3. AUZA may anonymize and aggregate data for service improvement and threat intelligence, without disclosing the client's identity.

5.4. Both parties shall comply with the Data Privacy Act of 2012 (RA 10173) and other applicable regulations.

5.5. In the event of a security incident affecting client data, AUZA will notify the client within 72 hours of discovery on a best-effort basis.

5.6. Upon termination of services, client data will be returned or securely destroyed within 30 days, unless legal obligations require longer retention.

6. Intellectual Property

- 6.1. AUZA retains ownership of pre-existing methodologies, tools, and materials.
- 6.2. Custom deliverables developed specifically for the client shall belong to the client upon full payment, unless otherwise specified.
- 6.3. AUZA may use knowledge and experience gained for future projects, provided no client-specific confidential information is disclosed.

7. Limitation of Liability

- 7.1. AUZA shall not be liable for indirect, incidental, consequential, or special damages, including loss of profits, business, revenue, or data.
- 7.2. AUZA's aggregate liability shall not exceed the total fees paid by the client in the preceding 12 months.
- 7.3. This limitation does not apply to damages arising from gross negligence, willful misconduct, or breach of confidentiality.
- 7.4. The client acknowledges that IT and cybersecurity services carry inherent risks; no system can be guaranteed 100% error-free or uninterrupted, though AUZA applies industry best practices.

8. Cancellation and Termination

- 8.1. For project-based services: either party may cancel with at least 5 days' written notice.
- 8.2. For recurring services: either party may terminate with 30 days' written notice.
- 8.3. In case of cancellation, the client shall pay for work completed up to the termination date, plus any non-refundable costs.
- 8.4. AUZA may suspend or terminate services immediately in case of non-payment or material breach by the client.

9. Force Majeure

- 9.1. Neither party is liable for delays caused by events beyond reasonable control (e.g., natural disasters, government actions, pandemics, internet outages, or major cyberattacks).
- 9.2. The affected party must notify the other promptly and take reasonable steps to minimize impact.
- 9.3. If a force majeure event continues for more than 60 days, either party may terminate this agreement with notice.

10. Governing Law and Dispute Resolution

10.1. This agreement is governed by the laws of the Philippines.

10.2. Disputes shall first be addressed through good faith negotiation. If unresolved, disputes shall be referred to mediation (e.g., through the Philippine Dispute Resolution Center) before litigation.

10.3. By mutual agreement, disputes may alternatively be resolved under the jurisdiction of the courts in the client's country of residence.

11. General Provisions

11.1. This document constitutes the entire agreement between AUZA and the client, superseding prior arrangements.

11.2. Amendments must be in writing and signed by both parties.

11.3. If any provision is unenforceable, the remainder shall remain valid.

11.4. Neither party may assign this agreement without prior written consent.

11.5. Notices must be in writing and sent to the addresses or emails specified in the agreement or proposal.

12. Software-as-a-Service (SaaS)

12.1. If AUZA provides access to hosted software platforms or SaaS solutions, such services shall be governed by AUZA's SaaS Terms of Service (ToS), which form part of this agreement.

12.2. The SaaS ToS will outline additional provisions including service availability, acceptable use, data ownership, data retention, and client obligations.

12.3. In case of conflict, the SaaS ToS shall take precedence for SaaS-specific services, while these Terms & Conditions shall continue to apply to consulting, managed services, and professional services.