



H.O.S.T. Plan Terms of Service

(lastest revision effective 8/1/2018)

Provider (hereafter referred to as “CT”):

*Tech Pros for Hire, LLC d/b/a/
Computer Troubleshooters
315 S Westgate Dr. STE B
Greensboro, North Carolina 27407
(336) 510-7919
www.ctgreensboro.com*

CT is an independently owned & operated franchisee, in good standing, of the Computer Troubleshooters worldwide network licensed to use the H.O.S.T. (Home & Office Support Technology) platform. CT and Client paying for services do hereby agree to the terms and conditions set forth in the entirety of this document.

1) SUMMARY

While CT cannot and does not make any guarantees or provide any warranties except for the limited hardware warranty listed herein, CT agrees to use the **H.O.S.T.** program technologies and processes in an effort to improve Client’s productivity, minimize Downtime, and respond proactively when problems arise.

Specific Services Included in this Agreement (see Sections 5-9 for definitions and coverage details – not all services are included in all plans):

- Equipment (Laptop or Desktop System)
- 24x7 remote monitoring and alerting
- Advanced Remote Support
- Patch Management for all approved operating systems
- Security software
- Cloud Storage/Backup
- Remote Desktop Access
- Annual PC Tune-Up
- Network Content Filtering
- Help Desk & Problem Support
- Network Security & Management

- Internet & Email Support
- Asset Management
- Technology Audit
- Service Priority
- Monthly reports on system health and support activities
- Service Discounts (Labor only – parts not included)

2) Fees, Payments, & Taxes

The current fee schedule for plans and services can be found on our website at <http://www.ctgreensboro.com/host-pricing>.

Monthly Fees will be setup for automatic draft from the Client's checking or savings account (additional fees apply for alternate payment arrangements) beginning the day of plan commencement and continuing until termination of the Agreement. Services will be suspended and Client will be considered in Default (see Section 11) if automated payment is cancelled or payment is not received. The First and Last Month Fees plus installation charges of \$50.00/PC are due upon commencement. Client understands and acknowledges that he/she/it cannot withhold issuance of the monthly payment due for any reason, and that payment is due every month.

¹ Hardware Guarantee is only available with H.O.S.T. Platinum Plan. PC must be less than 3 years old.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Service Requests, and will be quoted and billed as separate, individual Services. Client agrees that CT may draft payment for such Services from the aforementioned account if alternate payment arrangements have not been made and/or payment has not been received within 15 days of the date of Service.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any required taxes.

3) Term of Agreement

This Agreement between "Client" and "CT" (as defined on page 1 of this agreement), is effective upon the date signed, and shall remain in force for a period of 36 months. The Service Agreement automatically renews for a subsequent 36 month term beginning on the day immediately following the end of the previous Term unless either party gives the other thirty (30) days' prior written notice (ninety (90) days' prior written notice for Trouble-Free PC) of its intent not to renew this Agreement.

- a) Both parties agree that either party may terminate this agreement at any time with written notice to the other party thirty (30) days (ninety (90) days for Trouble-Free PC) prior to the cancellation date. Thus, cancellation shall not occur until thirty (ninety for Trouble-Free

PC) days after receipt of any cancellation notice. Client shall pay CT in a normal and timely fashion prior to the moment of cancellation.

- b) If either party terminates this Agreement, CT will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay CT all costs of rendering such assistance.
- c) For Trouble-Free PC, in the event the Client elects to terminate this agreement prior to the end of the term, Client agrees to pay CT within five (5) days of tendering its notice an Early Termination Fee of six (6) remaining months' Fees. Should Client terminate the agreement with less than six (6) months duration left, Client shall pay the remainder of the amount due under the agreement. Client and CT agree and acknowledge that they have chosen this method of calculating a termination fee because it is difficult to calculate the exact damages CT will incur upon early termination. Client agrees and understands that CT's work under an agreement of this nature can be very considerable, and the monthly contract rate is an effort to allow CT to receive fair payment for its work while providing Client with a predictable monthly rate. Client and CT agree that this termination fee is NOT a penalty, but rather an effort to prevent CT from sustaining irreparable injury caused by termination. Client agrees that absent this termination fee, CT would have no adequate remedy at law to protect its interests.
- d) If either party terminates this Agreement, Client agrees to return any and all equipment provided by CT to CT within ten (10) days after the final cancellation date. Client further acknowledges and gives permission to CT to seize equipment from Client in the event of contract termination after the ten (10) day grace period, and agrees to compensate CT for expenses accrued during the seizure process.
- e) The terms of this agreement (including any increase in fees) are subject to change by CT at any time. Should CT make any change(s), Client will be notified of the change(s) and will receive a new copy of this agreement. Client agrees that any new agreement supersedes the current agreement and acknowledges that continued participation in the plan indicates their acceptance of the new terms. The client has thirty (30) days (ninety (90) for Trouble-Free PC) to review the new terms and may elect to cancel with proper notice should they not wish to accept the terms of the new agreement.
- f) CT and Client agree that any increase in fees for Trouble-Free PC only applies at the beginning of a new term of this agreement. The Client's fees for Trouble-Free PC are fixed for the duration of the current term of this agreement. CT agrees to notify Client of any increase in fees that will apply at the beginning of the next term at least ninety (90) days prior to the end of the current term.

4) Information Technology System Management

The parties recognize that operating the Client's computer systems and network ("Technology System") requires regular supervision, maintenance, upgrades, training and research, and that

Client can benefit from managed technological support. Client therefore agrees to appoint CT Service Provider as their IT Management Staff via this agreement. Client understands that following the advice and instructions of CT Service Provider in regard to the Technology System is vital in order to maintain its integrity.

CT does not have authority to make purchases of hardware or software or perform service that would incur additional costs for Client unless approved by the Client in advance.

5) Coverage

Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services outside this scope will fall under the provisions of Section 7. Hardware costs outside of those included in the Equipment Warranty (Section 9) are not covered under the terms of this Agreement.

Support and Escalation

CT Service Provider will respond to and prioritize Client's Trouble Tickets ahead of non-contractual clients. For clients with 24x7 Help Desk Service, trouble tickets must be opened by Client via phone to the CT Help Desk at (336) 235-2993, by creation in the Client Access Portal, or by email to ticket@ctgreensboro.com. For clients without 24x7 Help Desk Service, trouble tickets must be opened by Client via phone call to the CT Office at (336) 510-7919, by creation in the Client Access Portal, or by email to ticket@ctgreensboro.com. Requests by email to any address other than ticket@ctgreensboro.com or to individual staff members via phone, email, or text will receive the lowest priority and do not qualify for response time guarantees. Each call will be assigned a Trouble Ticket number for tracking purposes.

Service outside Normal Working Hours

Emergency services requested outside the hours of 9:00 am – 5:00 pm Monday through Friday, and including all major public holidays, may be subject to additional charges and availability is not guaranteed.

Remote or Onsite Service (excluding Help Desk support) requested to be performed between 5:00 pm and 9:00 am or on public holidays will be billed at CT's Emergency/After-Hours rates (currently \$90/half-hour).

Limitation of Liability

In no event shall CT Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

6) Plan Definitions

The following identifies the services defined in Section 7 which are applicable under each plan. Certain services not identified as included in a plan may be added as optional components for an additional fee. Please consult Section 2 for A-La-Carte/Add-On pricing and details.

H.O.S.T. Bronze

- 24x7 remote monitoring and alerting
- Patch Management for all approved operating systems
- Security software
- Advanced Remote Support
- Basic Network Content Filtering
- Monthly reports on system health and support activities

H.O.S.T. Silver

- All features specified above under H.O.S.T. Bronze
- Cloud Storage/Backup (up to 500 GB included)
- Remote Desktop Access
- Service Priority (Second Day Response)
- 10% Discount on any service labor

H.O.S.T. Gold

- All features specified above under H.O.S.T. Bronze & H.O.S.T. Silver
- Advanced Network Content Filtering
- Problem Support for included software (includes virus removal)
- Service Priority (Next Day Response)
- 20% Discount on any service labor

H.O.S.T. Platinum

- All features specified above under H.O.S.T. Bronze, H.O.S.T. Silver, and H.O.S.T. Gold
- Annual PC Tune-Up (upon request)
- 24x7 Help Desk Support

- Network Security & Management
- Asset Management
- Technology Audit (upon request)
- Problem Support for any hardware/software issues
- Service Priority (Same Day Response)
- 40% Discount on any project service labor

Trouble-Free PC (Desktop or Laptop)

- All features specified under all H.O.S.T. plans above
- Equipment (Laptop or Desktop System)
- Equipment Warranty
- System Refresh (new/upgrade every 3 years)
- Service Priority (Same Day Response)
- 40% Discount on any project service labor

7) Services & Deliverables

Refer to Section 6 for Plan Definitions to determine which of the below mentioned features are included with the Client's plan.

- a) **Equipment**
CT Service Provider will provide support and replacement of all hardware and systems supplied, pursuant to Section 9. Systems will be refreshed at the beginning of each term (every 3 years) provided Client's account is not in Default.
- b) **24x7 remote monitoring and alerting**
CT will provide ongoing H.O.S.T. monitoring and alerting services of all covered devices through the CT NOC. The CT NOC is a fully staffed nationwide Network Operations Center. CT Service Provider will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring which would cause client to incur additional costs, CT Service Provider shall contact Client to obtain approval prior to performing such service.
- c) **Advanced Remote Support**
CT will utilize advanced remote support tools to provide fast, effective support to Client for any situations where a scheduled onsite service call is not necessary. Such service may or may not result in additional labor costs based on the coverage provided by Client's plan.
- d) **Patch Management for all approved operating systems**
CT will supervise the recommended installation of weekly critical patches for all covered systems, and will only approve the installation of patches which have been tested by the CT NOC and designated unlikely to cause additional problems.

e) **Security software**

CT will provide Security software for all Windows based Personal Computers covered under this Agreement unless the Client opts to use other such software it has licensed and which is approved and supported by CT. Security software assists in protecting systems from various threats such as viruses, spyware, adware, and other forms of malware. However, it is not a guarantee of protection against all such threats.

f) **Cloud Storage/Backup**

CT will install and configure software from an approved online cloud storage/backup service to backup client's data files. This solution is not designed to backup e-mail or other databases. CT does offer additional backup solutions for this type of data for an additional fee. CT will cover the costs of maintaining the account.

g) **Remote Desktop Access**

CT will provide secure access to covered computers for Client through a remote access portal. Service availability is not guaranteed by CT. Service is provided by an approved 3rd party.

h) **Annual PC Tune-Up**

CT will perform a tune-up once per year for each covered PC upon request by Client either remotely or at CT office if Client chooses to drop-off and pick-up PC. Tune-ups are designed to increase computer performance by removing unnecessary programs from startup, increasing browser speed, and performing other optimizations.

i) **Network Content Filtering**

CT will block undesirable websites from access on Client's network. Basic Network Content Filtering blocks known phishing and identity theft websites as well as adult content. Lists of known sites are maintained by a 3rd party. The Basic option is included with all H.O.S.T. plans. Customization is not possible with the Basic option. Advanced Network Content Filtering allows customizable control over content that is blocked or allowed. CT will work with Client to set filters according to the Client's needs and wishes and will maintain block and allow lists as Client directs.

j) **Help Desk Support**

CT will provide unlimited access to CT Help Desk to listed individuals (Platinum and Trouble-Free PC plans include 1 user per covered PC. Additional users can be added with the add-on option. Covered users must be listed on a signed agreement document). The CT Helpdesk is a fully staffed nationwide telephone support desk with technicians and specialists available to answer typical business computing questions 24x7x365. The Help Desk can answer any common computer or software usage question or help with problems that can be accommodated via phone or remote support. Large problems or questions specific to the client's location will be escalated to the local CT for resolution.

k) **Problem Support**

Problem Support for included software (H.O.S.T. Gold) means the Client will not incur additional labor charges for work done by CT to repair problems related to the Security Software, Cloud Storage/Backup Software, Patches, Remote Access Software, Content Filtering, or Monitoring & Alerting Software. This includes virus removals if the Client's PC is infected with a virus while protected by the included Security Software.

Other Problem Support (H.O.S.T. Platinum and Trouble-Free PC) means the Client will not incur labor charges for work done by CT to repair any hardware or software problem on a covered PC. Refer to Appendix A for "Problem" definition. The cost of parts is not included except on Trouble-Free PC or Platinum plans with the Hardware Guarantee add-on. Client must maintain appropriate support agreements and warranty coverages for custom software and hardware.

On all other plans, problem support is billable at the specified discounted rates for each plan.

l) **Network Security & Management**

CT will configure network access including Router(s), VPN(s), and Firewall(s) to ensure access is secure and will manage and maintain these network devices and/or software(s). Costs for Firewall or additional security software is not covered by CT.

m) **Internet & Email Support**

This feature allows the CT to take responsibility for communicating with the Client's ISP (Internet Service Provider) or email provider (including domain names) to setup new services or resolve problems with existing services when necessary. Client must contact provider(s) to add CT as an authorized agent of Client's account(s).

n) **Asset Management**

CT will maintain for Client a current list of all hardware and software assets and licenses in Client's possession.

o) **Technology Audit**

Once a year upon request by Client, CT will perform a technology audit of Client's business and equipment. CT will make recommendations for any improvements in security or productivity that may benefit Client.

p) **Service Priority**

CT will prioritize Client requests above all non-contractual clients and guarantees client will receive a response within the time specified by each plan. Priority order will be based on the level of service plan with Trouble-Free PC being the highest priority, followed by Platinum, Gold, Silver, and Bronze in that order. Resolution times are not guaranteed, but all requests will be addressed in the order specified and completed with Best Effort as soon as possible.

q) **Monthly reports on system health and remote activities**

On a monthly basis, CT will provide to Client a report showing the current status of all covered equipment, as well as service details for work done in the preceding month.

r) **Service Discounts**

Client will receive a discount on any labor for services not included in the plan as defined in Section 6. Discounts do not apply to the purchase of hardware, software, or parts.

8) **Excluded Services**

Service rendered under this Agreement does not include:

- a) Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- b) The cost of any parts, equipment, or shipping charges of any kind which are not covered by CT Equipment Warranty as defined in Section 9.
- c) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind not specifically provided for in this Agreement.
- d) The cost of restoration of data from any backup system including the Cloud Storage/Backup solution in this agreement.
- e) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- f) The cost of any service or repair made necessary by the alteration or modification of equipment other than that authorized by CT, including alterations, software installations or modifications of equipment made by Client or anyone other than CT.

- g) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- h) Maintenance of Applications software packages, whether acquired from CT Service Provider or any other source.
- i) Programming (modification of software code) and program (software) maintenance.
- j) Training Services of any kind except as provided by CT Help Desk.

9) Equipment Warranty

CT warrants CT branded hardware product(s) it provides directly against defects in materials and workmanship under normal use for the thirty-six (36) months following installation date. CT Service Provider will provide support and replacement of all hardware and systems supplied provided that all software be genuine, currently licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, CT will exchange the product with a product that is new or refurbished and is at least functionally equivalent to the original product. CT may replace defective parts with new or refurbished parts that CT provides in fulfillment of its warranty obligation. A replacement product or part assumes the remaining warranty of the original. CT will replace any hardware provided to Client under this Agreement that is found to be defective within three (3) business days of notification by Client.

CT does not warrant that the operation of the hardware or software will be uninterrupted or error-free. CT is not responsible for damage arising from failure to follow instructions relating to the product's use. This warranty does not apply to:

- a) cosmetic damage, including but not limited to scratches, dents and broken casing.
- b) damage caused by use with non-CT products.
- c) damage caused by accident, abuse, misuse, flood, fire, earthquake, acts of God or other external causes.
- d) damage caused by operating the product outside the permitted environmental specifications.
- e) damage caused by service (including upgrades and expansions) performed by anyone other than CT.
- f) a product or part that has been modified to alter functionality or capability without the written permission of CT.

- g) any product if CT serial number or warranty sticker has been removed or defaced.

10) Equipment Ownership

CT will retain ownership and a 100% security interest in hardware and licenses provided to Client under this Agreement. At the end of the agreement term, Client will return hardware to CT. Client will not attempt to perform such actions including but not limited to selling, reselling, tampering, troubleshooting, repairing, altering, adding to, or dismantling hardware without written permission of CT. Client agrees and understands that CT hardware is to be maintained entirely by CT. Any tampering, repair attempt or service accomplished by a third party or Client not approved by CT is an instance of default that could result in the immediate cancellation of this agreement. Such approval will remain entirely within the discretion of CT.

CT grants care and custody of hardware supplied to Client, but not title. Client agrees to make all logical and earnest attempts to keep equipment safe, secure and protected while in their possession. Client agrees to keep and possess current insurance on equipment while in their possession. Client further agrees to be responsible for any and all costs for the repair or replacement of the equipment while in their possession should it be stolen, damaged, or ill-repaired by Client or a third party.

Should Client default, permission is granted to enter Client's premises peaceably at any reasonable time, with or without permission, and remove CT's hardware, and all efforts to recover such property will be deemed consensual and not a trespass. Client agrees to fully cooperate and will not interfere in any way, including but not limited to involving law enforcement. Client acknowledges that the hardware provided under this agreement belongs to CT, which retains a 100% Security Interest, and CT may repossess without notice, upon breach of this agreement by Client.

11) Default

Client agrees that when a Client or someone operating with Client's permission makes modifications to the Technology System without notifying CT, fails to cooperate with CT to the extent that CT, in its sole discretion, cannot reasonably continue to service the account, or is past due on their monthly fees, then the Client's account thereby is deemed in Default. Until either the Default is rectified or this Agreement is terminated, the following changes occur upon the moment of Default:

- a) The included service for any defined Problems is suspended during the Default. Furthermore, any Problems which arise during the Default period or are caused by conditions generated during the Default period may be excluded in the future if, at the CT's reasonable discretion, the Problems originated during the Default.
- b) Any response time guarantees are waived during a Default.
- c) Both parties agree that all discounts continue to apply normally during a Default.

- d) Client is responsible for all costs incurred by CT in attempt to collect on any balance due under this agreement, including attorney and legal fees, to the greatest extent permitted by law.
- e) Equipment will not be refreshed until the Default is rectified.

12) Privacy

Both parties agree that privacy and security are important, therefore

- a) CT agrees that H.O.S.T. Remote Monitoring tools may only be used to monitor the health and status of Client's equipment and network. Specifically, CT will not install or enable unattended Remote Access software or functions without notifying Client, and will remove or disable any such access when requested.
- b) Furthermore, CT agrees that any remote support activity will be documented, and will be limited to actions necessary to maintain or restore normal operations of Client's equipment.
- c) Client agrees that this section does not preclude CT from complying when necessary with any legal or governmental inquiry as directed by proper authorities.

13) Disclaimer

- a) CT is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God. CT assumes no liability for loss of data on any medium or device, for unlicensed software, or for problems caused by software or by user.
- b) Client agrees that payment is always due at the time of service unless prior arrangements have been made.
- c) Client agrees that returned checks are subject to a \$45 Non-Sufficient Funds fee. Client agrees that late payments will be subject to late fees of \$30 for every 30 days delinquent.
- d) Client agrees that CT and/or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including but not limited to any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement. Client expressly waives any purported right to seek or recover punitive damages, damages for unfair or deceptive trade practices, and any other like damages.
- e) Client agrees that a response from CT does not mean that Client's perceived or actual problem or concern has been rectified; rather, it simply means that CT has responded and attempted in good faith to resolve that issue. Client agrees that some computer or IT-related problems are impossible to rectify or could require enormous expenditure of time, materials, and other resources that go beyond the scope of this agreement.

- f) **AS-IS:** Client agrees that Client's use of CT Services is solely at Client's own risk. Client agrees that such Service(s) is provided on an "as is," "as available" basis. CT expressly disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- g) **NON-AGENCY.** Both parties agree that nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
- h) **FORCE MAJEURE.** Client acknowledges and agrees that CT shall not be responsible for any failures or delays in performing CT's respective obligations hereunder arising from any cause beyond CT's reasonable control, including but not limited to acts of God and natural disasters such as fires, earthquakes, storms, typhoons and floods; acts of civil or military authority; acts of civil disobedience such as riots and warfare; and acts of foreign and domestic terrorism.

14) GOVERNING LAW, JURISDICTION, AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF STATE OF NORTH CAROLINA AND THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN NORTH CAROLINA AND CLIENT IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURTS. CLIENT AGREES THAT THE PROPER VENUE FOR ANY SUCH ACTION SHALL BE GUILFORD COUNTY, NORTH CAROLINA.

15) ACCEPTANCE OF AGREEMENT. CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. CLIENT HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND IS NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT. ANY AND ALL PRIOR DISCUSSIONS OR NEGOTIATIONS ARE NOT A PART OF THIS AGREEMENT; RATHER, THE ONLY AGREEMENT BETWEEN CLIENT AND CT IS THAT SET FORTH HEREIN. CLIENT HAS HAD THE OPPORTUNITY TO CONSULT WITH ADVISORS AND PROFESSIONALS, AT CLIENT'S DISCRETION, AND CLIENT AGREES TO ALL PROVISIONS LISTED HEREIN AS CLIENT'S OWN FREE ACT, UNDER NO COMPULSION OR DURESS WHATSOEVER. CLIENT UNDERSTANDS THAT THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL AND NOT MERE RECITALS.

APPENDIX A

Problems: Gold (limited), Platinum and Trouble-Free PC plans include (free) support for “Problems” and discounted (but not free) support for “Non-problems.”

Definition: A “Problem” is any unexpected incident that interferes in a material respect with the performance of the standard Technology System components including hardware, operating systems, or software and which must be corrected in order for the Client to continue normal business operations. “Problems,” in this definition, only apply to:

- Standard PC Hardware (motherboard, CPU, memory, video system, monitor, CD/DVD, hard drive, floppy drive, USB connections, power supply, network interface card, keyboard, and mouse);
- Standard PC Software, including only Microsoft Windows operating system and components, Microsoft Office system and components, Internet Explorer, Windows Media Player, and Adobe Reader;
- Components are covered only to the extent of their normal operation as defined by the manufacturer, i.e. adding to or changing the functionality of a component or software application is beyond the scope of this agreement.

Definition: A “Non-problem” is any service request made by the Client to move, add, change, or otherwise modify features which are not directly related to a “Problem” including issues related to non-standard hardware or software.