SCOTT IP
TECHNOLOGY ATTORNEYS

How to Implement Online Customer Contracts Using ConnectWise Sell

Presented by Robert J. Scott

*www.**ScottandScottllp**.com*

- All Customers on the Same Contracts
- Online Sales and Contracting
- Contracts Updated Quarterly
- Hosted in Azure, AI and CMS
- Industry Specific Provisions
- Minimize risks related to:
  - Third-Party Service Providers
  - Data Privacy and Security
  - Threat Actors
- Leverages Insurance for Risk-Transfer

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CaaS Clients

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Contracts as a Service

A Case Study

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Order Porter Integration

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EPIC

EmPower RFP Response

Prepared For

Easter Seals of Tennessee
Michael Pittman
960 Maddox Simpson Pkwy
Lebanon, TN 37090-0751

This quote has not been approved.
Please review and sign below.

Quote #: ITDV000396v1

Prepared By

Don Viar
Managing Partner
Direct: (931) 646-0109
DViar@EpiOn.com

Don Viar

1. Your Proposal

Download and review your PDF document here:

PDF Adobe

Your Active Quotes:

2. Review Your Services

Your Available Services

- EmPower Support
- Managed LAN
- Backup
- One Time Services

Quote Summary	Recurring	One-Time
EmPower Support Subtotal	$8,580.00	$0.00
Managed LAN Subtotal	$610.00	$0.00
Backup Subtotal	$920.00	$0.00
One Time Services Subtotal	$0.00	$8,500.00
Subtotal	$10,110.00	$8,500.00
Estimated Tax	$985.72	$828.75
Total Amount	**$11,095.72**	**$9,328.75**

Comments or questions?

If you have any comments or questions about this quote, please enter them here and click submit. Your feedback will be logged and emailed to DViar@EpiOn.com.

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Online Term Selector

Payment Options

Description	Payments	Interval	Amount
Term Options			
3 Year Term	**36**	**Monthly**	**$11,095.72**
	1	**One-Time**	**$9,328.75**
1 Year Term	12	One-Time	$11,650.51
	1	Monthly	$9,328.75
Month-To-Month	1	Monthly	$12,760.08
	1	One-Time	$9,328.75

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E-sign, Click-Wrap and Browser Wrap

3. Approval

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). In the event Client uses any of Provider's Services after receiving notice of updates to the terms and conditions contained on Exhibit A then, Client acknowledges that such services will be offered pursuant to Provider's then-current terms and conditions.

The Service Attachments, incorporated in this agreement, are subject to change at Provider's discretion. You should review the Attachments prior to entering into the ordering document for the applicable Services. You may access the current version of the Attachments at https://epion.com/legal.

☐ **By signing below, Client acknowledges, represents, and warrants that it has read and agree to the terms and conditions in the following documents, which are incorporated herein by reference and can be found on Exhibit A in the PDF Version of this proposal above.**

E-Signature

Your Initials:

Your Email Address:

Purchase Order Number:

Sign Here :

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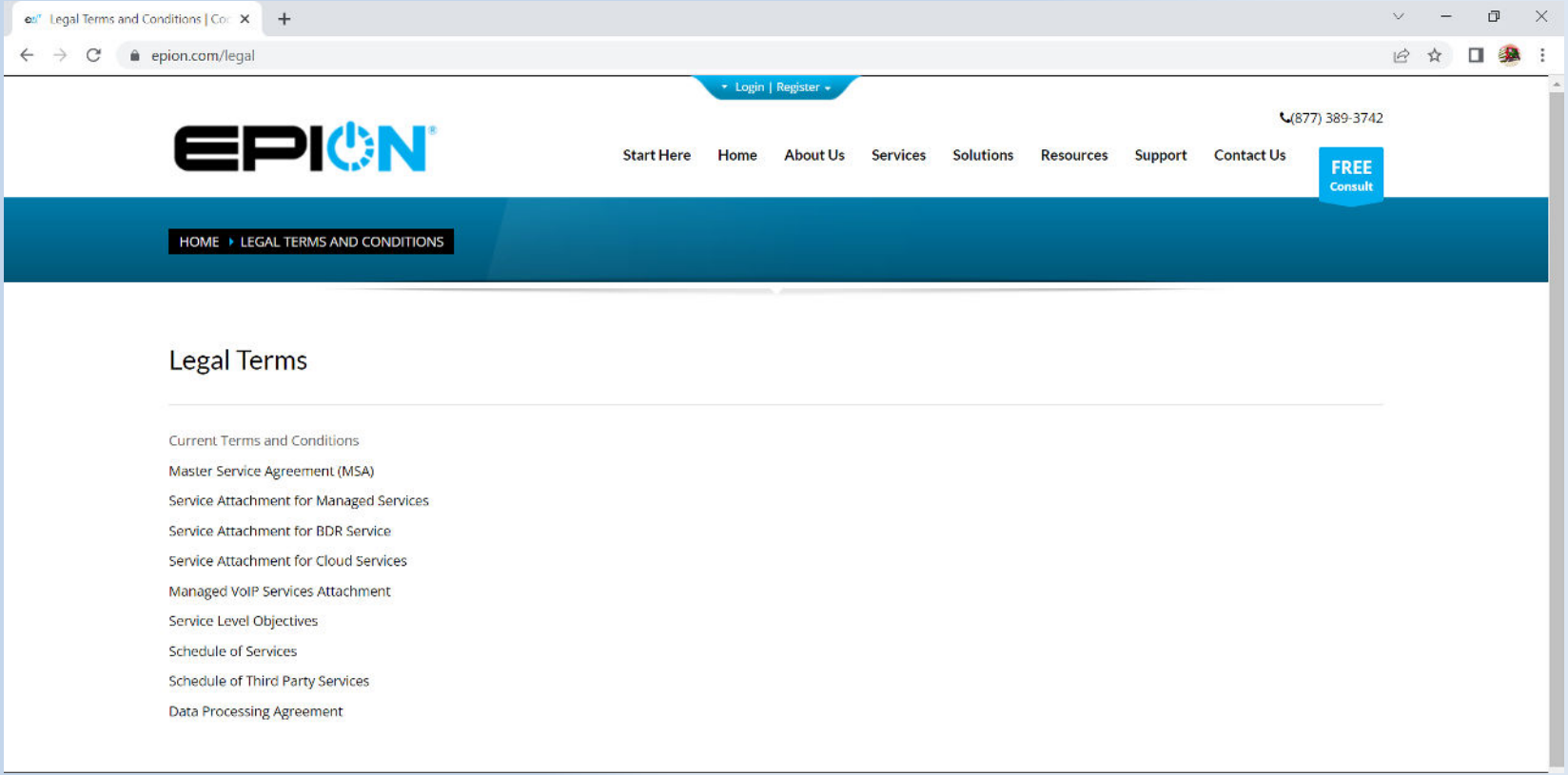
Web Site Integration



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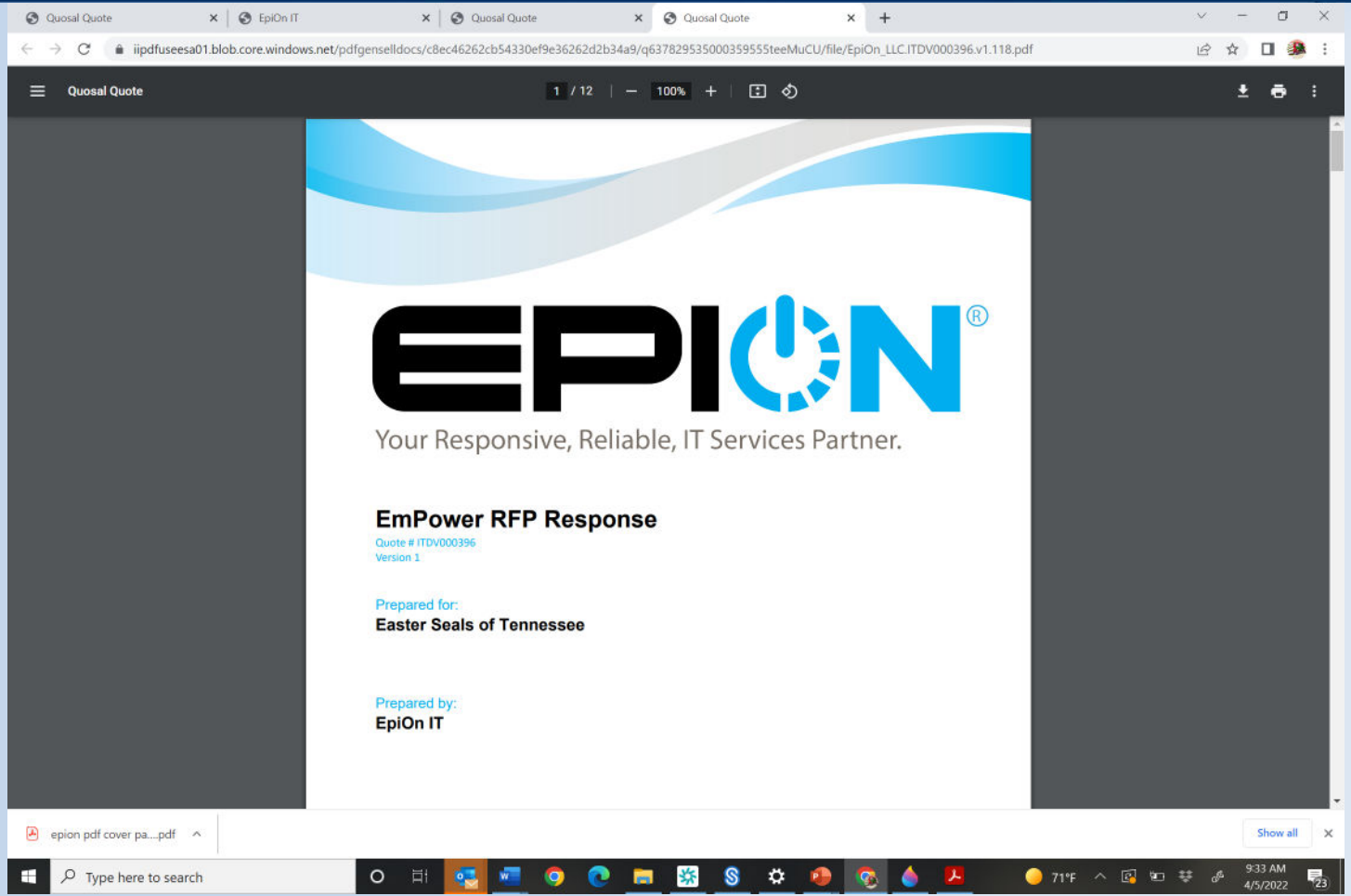
Quote Template Integration



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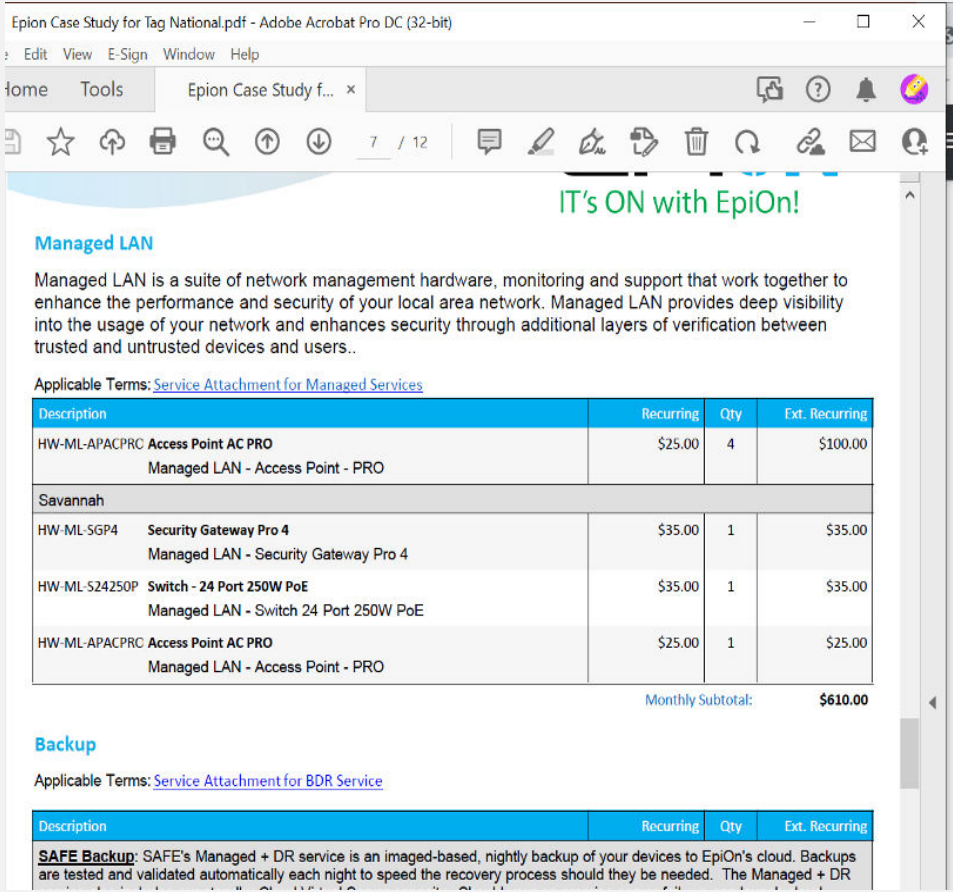
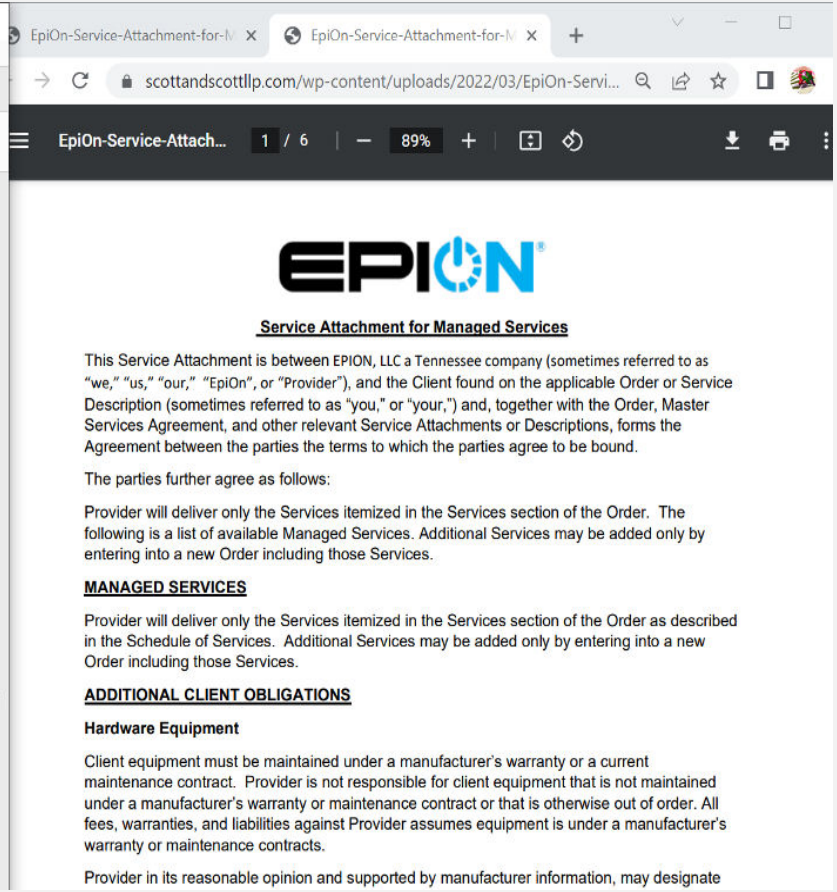
Tab-Level Integration





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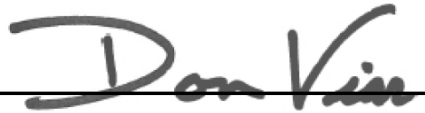
Incorporation by Reference

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). In the event Client uses any of Provider's Services after receiving notice of updates to the terms and conditions contained on Exhibit A then, Client acknowledges that such services will be offered pursuant to Provider's then-current terms and conditions.

The Service Attachments, incorporated in this agreement, are subject to change at Provider's discretion. You should review the Attachments prior to entering into the ordering document for the applicable Services. You may access the current version of the Attachments at http://epion.com/legal.

By signing below, Client acknowledges, represents, and warrants that it has read and agree to the terms and conditions in the following documents, which are incorporated herein by reference and can be found at Exhibit A.

EpiOn IT

Signature: 

Name: Don Viar

Title: Managing Partner

Date: 04/04/2022

Easter Seals of Tennessee

Signature:

Name: Michael Pittman

Date:

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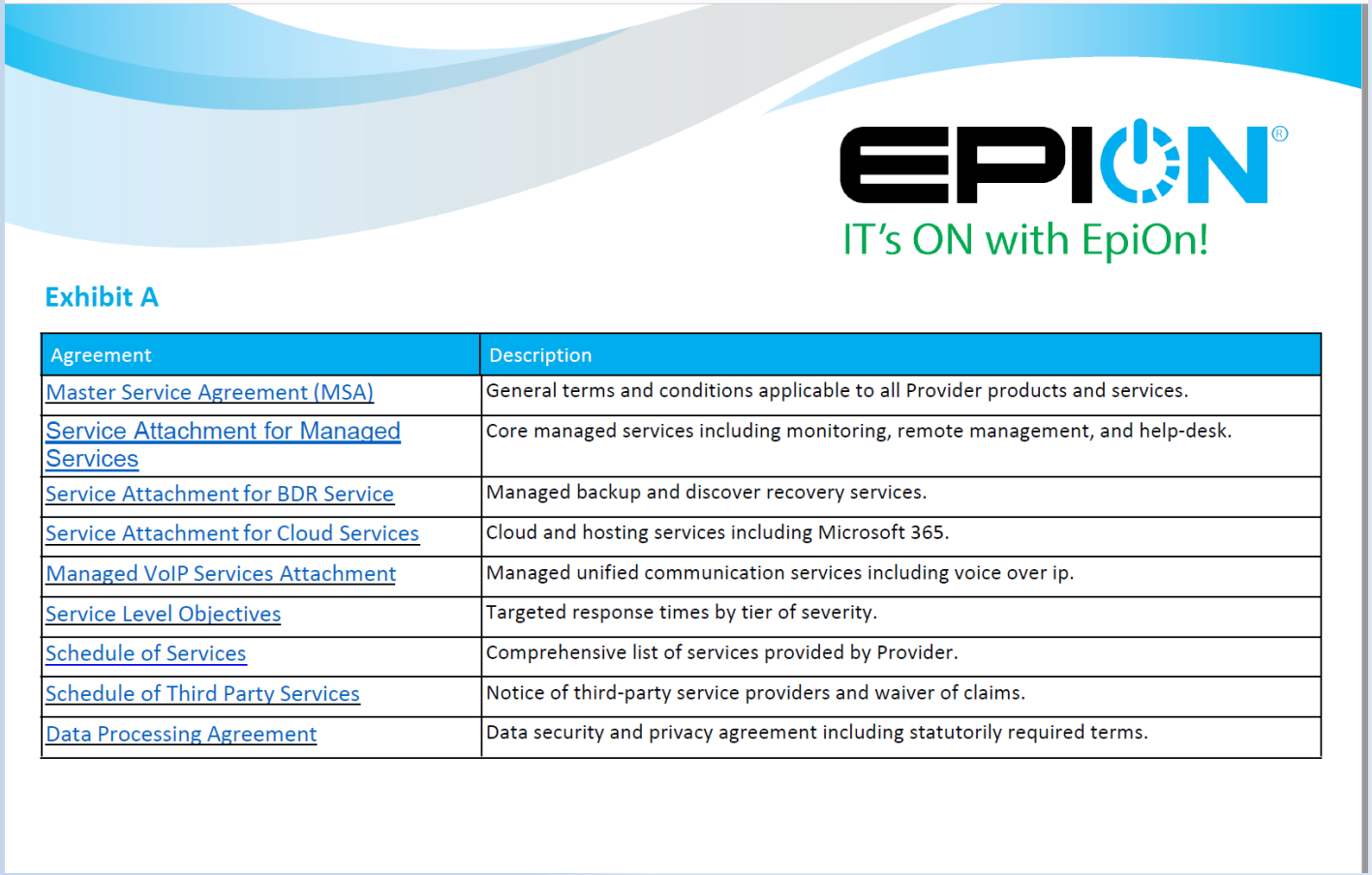
Online Terms Integration



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Third-Party Risks

Exhibit A

Agreement	Description
Master Service Agreement (MSA)	General terms and conditions applicable to all Provider products and serv
Service Attachment for Managed Services	Core managed services including monitoring, remote management, and h
Service Attachment for BDR Service	Managed backup and discover recovery services.
Service Attachment for Cloud Services	Cloud and hosting services including Microsoft 365.
Managed VoIP Services Attachment	Managed unified communication services including voice over ip.
Service Level Objectives	Targeted response times by tier of severity.
Schedule of Services	Comprehensive list of services provided by Provider.
Schedule of Third Party Services	Notice of third-party service providers and waiver of claims.
Data Processing Agreement	Data security and privacy agreement including statutorily required terms

EPION

Schedule of Third-Party Services

This Schedule of Third-Party Services describes the third-party Managed IT Services that may be offered by EPION, LLC a Tennessee company ("Provider"). This Schedule of Third-Party Services may be modified or updated by Provider at any time, and in Provider's sole discretion. "Third-Party Services" are products and/or services that are not exclusively operated or controlled by Provider or that involve significant participation from an entity outside of Provider's control. Provider uses Third-Party Services to assist it in providing the Services under the Agreement. The Third-Party Service provider's agreements and policies apply to Client's and Provider's use of those Services. **UNDER NO CIRCUMSTANCES WILL PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS CAUSED BY ANY THIRD-PARTY SERVICES. IF HARM OCCURS TO CLIENT AS A RESULT OF THIRD-PARTY SERVICES, CLIENT ACKNOWLEDGES AND AGREES THAT IT WILL ONLY SEEK REMEDIES FROM THE THIRD-PARTY SERVICE PROVIDER. CLIENT REPRESENTS THAT IT HAS REVIEWED AND UNDERSTANDS THE THIRD-PARTY SERVICE PROVIDER'S AGREEMENTS AND POLICIES SETFORTH BELOW, AND AGREES THAT ITS RIGHTS WILL BE GOVERNED BY AND LIMITED BY THOSE AGREEMENTS.**

The following table lists the Third-Party Services that may be used by Provider, along with weblinks to each Third-Party Service provider's agreements and policies.

THIRD-PARTY SERVICE PROVIDER	SERVICE	THIRD-PARTY SERVICE WEBSITE OR AGREEMENT	THIRD-PARTY SERVICE PRIVACY POLICY
Webroot	Antivirus	https://www.webroot.com/us/en/legal	https://www.webroot.com/us/en/legal/privacy
Microsoft Azure	Cloud Servers	https://www.microsoft.com/en-us/legal/terms-of-use	https://privacy.microsoft.com/en-us/privacystatement
Dell	Desktop, laptops	https://www.dell.com/learn/us/en/uscorp1/terms-of-sale?s=corp	https://www.dell.com/learn/us/en/uscorp1/policies-privacy?s=corp
ConnectWise	Helpdesk	https://www.connectwise.com/company/terms	https://www.connectwise.com/company/privacy-policy
ConnectWise Fortify	Intrusion Protection / Cyber Security SOC	https://www.connectwise.com/company/terms	https://www.connectwise.com/company/privacy-policy

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EPION

DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "Agreement") between Provider (sometimes referred to as "Provider," "we," "us," or "our"), and the Client found on the applicable Master Services Agreement, Order, or Service Description (sometimes referred to as "you," or "your,") and, together with the Order, Proposal, Master Services Agreement, and other relevant Service Attachments or Descriptions, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties agree as follows:

1. **Health Insurance Portability and Accountability Act ("HIPAA") Data Processing.** This Agreement documents the safeguards imposed upon the parties to protect health information that is subject to the Health Insurance Portability and Accountability Act ("HIPAA"). If Provider is engaged as a "Business Associate" under HIPAA, then this Agreement shall apply to Provider's activities as a Business Associate. If HIPAA applies to Provider's activities as a Business Associate, in Order to demonstrate the parties' compliance with HIPAA, this Agreement applies to each agreement between Provider or any of Provider's Affiliates and Client or any of Client's Affiliates under which Provider engages protected health information as part of its performance.

   a. **DEFINITIONS**
   The following terms used in this Agreement have the same meanings as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

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Contact Information

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