
SaskTel IT Health Check ServiceN
D**Service Description**

SaskTel IT Health Check (“the Service”) is a high-level analysis and assessment of the general state of the Customer’s Information Technology (IT) environment. SaskTel will evaluate the current state of the Customer’s IT environment in five categories: communications, network, applications and infrastructure, security, and disaster recovery. The Customer is provided with a report detailing ratings of their IT environment in each category.

Terms of Service

SaskTel agrees to provide the Customer with the Service on the terms and conditions contained in these Terms of Service (TOS). The Service shall be provided on the day agreed to between SaskTel and the Customer.

1. Non-Tariffed Products and Services Schedule

1.1 The provisions of the Terms of Service portion SaskTel’s Non-Tariffed Products and Services Schedule apply to the Service and equipment supplied pursuant to this Agreement and is specifically incorporated in this Agreement by reference.

2. Limitation of Liability

2.1 In no event will SaskTel be liable to the Customer or any other party using the Service or relying upon the output of the Service for any claims of any kind or damages for death or injury to persons or for any other loss of any kind, whether direct or indirect, consequential, incidental, or special, whether reasonably foreseeable by SaskTel or not, including without limitation, lost revenues, loss of profits, failure to realize expected savings or any other business or economic loss and whether based in tort, contract, or on any other theory of liability, arising directly or indirectly in any manner or in any way related to Customer’s or its end user’s use of the Service, excluding only direct damages for claims or losses directly and solely related to SaskTel’s gross negligence. Even in the event of SaskTel’s gross negligence, SaskTel’s liability to the Customer or any end user of the Service shall be limited to actual proven direct damages in an amount not exceeding the amount paid by the Customer to SaskTel for the Service in the six (6) month period immediately preceding the occurrence of the event giving rise to such direct damages.

