

AIT Terms of Service

Effective 4/1/2021

Applied Information Technology (AIT), located in Sunnyvale, California USA, provides information technology (IT) services. By clicking the “I Accept” button on the on the Client Registration page of the AIT website (<https://www.ait.cx/client-registration>) you register as an AIT client and accept the terms and conditions of these services, hereafter referred to as “Terms”, as stated herein. By purchasing or using one or more Services from AIT, you affirm that you have read, understood and agree to be bound by these Terms. The latest version of these Terms is always available on the AIT website. It is essential that you read this document prior to purchasing or using any Service(s) from AIT.

If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms; (ii) you have read and understand this document; and (iii) you agree on behalf of the party that you represent to these Terms. If you do not have the legal authority to bind your employer or the applicable entity please do not click the “I Accept” button.

1. Client Portal

AIT will provide a Client Portal on its website where you can view and update information pertinent to your AIT services and subscriptions. You can access this page by logging in to the AIT website and clicking “Client” on the menu bar.

2. Service Plans

AIT provides three IT support Service Plans as described below. The current pricing and response times for these Plans can be found on the Services page of the AIT website.

BasicCare is an on-demand support service. Billing is for time and materials. All time spent is billed and no discount is applied. There is no monthly subscription fee.

ProCare is a monthly subscription service that provides proactive maintenance. The monthly subscription fee covers the following services: (1) equipment health and security monitoring, (2) system and software update installation, (3) malware removal, and (4)

loaner equipment to be used for up to 30 days while your equipment is undergoing repair, and (5) one password reset per user per month. Certain types of malware (e.g., rootkits) cause damage to the computer's operating system. The repair of such malware caused damage is not covered. Any other services performed are billed at the discounted rate shown on the AIT website Services page. The minimum subscription period is 1 year. Your ProCare subscription may be cancelled by notifying AIT in writing 30 days prior to the requested cancellation date. Cancelled subscriptions terminate on the last day of the last calendar month of service.

EnterpriseCare is an annual subscription service that is billed monthly. Coordination of multiple vendors (phone carriers, Internet service providers, cable installers, etc.) for projects in which we are engaged is included at no charge. The minimum subscription duration is 1 year. Your EnterpriseCare subscription may be cancelled by notifying AIT in writing 60 days prior to the requested cancellation date.

3. Covered Equipment

A list of your equipment for which you have purchased subscription services will be published on the Client Portal of the AIT website.

4. Pre-Existing Problems

Labor to resolve problems which occurred prior to the start of subscription coverage will be billed at the standard, non-discounted hourly rate.

5. Availability of Service

Service is available at times listed on the Services page of the AIT website.

6. Maintenance Windows

Maintenance windows must be established and honored to allow for proper system maintenance, patching, and system restarts. You agree to provide at least one, weekly, one-hour maintenance window during business hours. You may change this window by providing 30-days advance written notification to AIT. Your current, registered maintenance window(s) will be posted on your Home Page on AIT's website.

7. Fees

Fee rates for services rendered are published on the Services page of the AIT website. Your current monthly fee will be posted on the Client Portal which is visible upon logging in to the website.

8. Billing

Subscription services are billed in advance and are due and payable on the first day of the month of month during which the services will be provided. The minimum time billed is 0.25 hour for remote support and 1.0 hour for on-site support. The time billed for on-site service will include travel time to the site.

9. Payment Method

You agree to provide and maintain a valid credit card on file with AIT to pay for services rendered. You may update your payment method at any time by visiting the Client Portal on the AIT website and clicking the Payment Method link.

10. Appointment Changes or Cancellations

You must provide at least 24 hours advance notice of any appointment cancellation or reschedule. Failure to provide this notification will result in a 0.25 hour charge for remote support appointment and a 1.0 hour charge for on-site appointments.

11. Refund and Returns Policy

Refunds will not be issued after services have been rendered. Non-defective parts may be returned if the return is approved by AIT and will be subject to a minimum 20% restocking fee.

12. Warranties and Disclaimers

AIT makes and you receive no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall AIT or any of its directors, employees or other representatives be responsible for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability,

arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages. You assume full responsibility for the overall effectiveness and efficiency of the operating environment in which your network functions.

13. Indemnification

You agree to indemnify and defend at your sole expense: AIT, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon your use of AIT services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, you agree to pay any judgment and costs associated with such claim.

14. Revisions

Revisions to these Terms may be made by AIT at any time to address business and technology developments and issues. Upon revision, this document will be re-published on the Terms of Service page of the AIT website, <https://www.ait.cx/terms-of-service>. The revised Terms will become effective on the "Effective" date shown on the first page below this document title. By using AIT Services you affirm your acceptance of the most recently published Terms.