

Terms and Conditions of Support

1. *Acceptance of Order*

Acceptance of the customer's order by Alotech is expressly conditioned on the customer's agreement to these terms and conditions. No work will be done if these terms and conditions are rejected by the customer.

2. *Prices*

Quoted repair costs are dependent upon Alotech's knowledge of the customer's hardware and software, and of the customer's stated issue. Alotech may alter the quotation or final invoice cost if circumstances warrant. While Alotech will make every effort to inform you of any cost difference before doing any further work, you agree to be bound by any reasonable cost increase regardless of whether you were informed. Unless otherwise stated in the quotation, prices are exclusive of any taxes.

Alotech has established flat rates for many of its services and will typically charge those rates for repair except in the following circumstances:

- Major repair: in the event that repair requires parts to be replaced, Alotech will additionally charge the cost of the replacement parts plus one half of the appropriate flat rate.
- If there is no flat rate established for the service in question, Alotech will charge the cost of parts plus labor at 50 (fifty) dollars per hour.
- No fault found: If the failure claimed by the customer cannot be duplicated by Alotech, and if no fault can be found with the submitted equipment, the customer will be charged for the time taken to make that determination at a rate of 50 (fifty) dollars per hour.

3. *Payment Terms*

Alotech does not accept credit of any sort. Payment is owed in full upon the customer's receipt of the invoice for services rendered and any equipment covered by this agreement. Late payment charges of 100 (one hundred) dollars per month will be charged on accounts more than 30 (thirty) days past due.

Unless otherwise agreed to in writing by Alotech and the customer, Alotech will invoice the customer for the services agreed to under this agreement and the customer must pay accordingly.

4. *Force Majeure*

Alotech is not liable for delays in the completion of any order due to circumstances beyond Alotech's control and without the fault and negligence of Alotech. Such causes include, but are not limited to, acts of God, acts of customer, acts of any government, fires, floods, war, terrorism, unusually severe weather and any delays of vendors or suppliers. If Alotech is unable to complete any order due to these circumstances, Alotech is permitted to cancel or suspend the order but in doing so must provide written notice of such to the customer. Under these circumstances, payment for services rendered is still owed to Alotech and an invoice for the amount in question shall be submitted to the customer.

5. *Inspection*

The customer will promptly inspect products and services rendered following receipt of the invoice and any equipment covered by these terms and conditions and immediately notify Alotech if a nonconformity is discovered and give Alotech an opportunity to inspect the nonconformity. Failure to notify Alotech within 10 (ten) days of the receipt of an invoice and any equipment covered by these terms and conditions will represent the customer's acceptance of all services rendered.

6. *Warranty, Liability*

Alotech does not provide a warranty of any kind, and with the exception of the circumstances described in the previous section, all services are final. Alotech is not liable for damage to equipment or loss of data as a result of circumstances beyond Alotech's control and without the fault and negligence of Alotech. Such circumstances include, but are not limited to: hardware faults, customer-installed software, and the circumstances mentioned in section four (Force Majeure). In addition, Alotech is not responsible for any damages or data loss resulting in the use of third party software used by either the customer or Alotech. Including but not limited to Software designed to repair or clean spyware or tracking cookies.

7. *Cancellation*

The customer may cancel its order by written notice received by Alotech prior to the completion of the services covered by the order. For any canceled order, the customer must pay Alotech a cancellation charge of 20 (twenty) percent of the order total, plus full reimbursement for any costs incurred by Alotech as a result of ordering parts. Alotech will inform the customer of the amount owed, which amount shall be immediately due.

Alotech may terminate this agreement for any reason, but in that event no charges will be owed to Alotech. If Alotech is unable to solve the customer's issue as described in the quotation, Alotech will terminate this agreement.

8. *Limitation of Liability*

Under no circumstances shall Alotech be liable for any consequential, special, incidental, indirect, exemplary or punitive damages, or any damage arising out of or related to its performance under this contract, including strict liability, even if advised in advance of the possibility of such damages or if Alotech foresaw or ought to have foreseen circumstances which could result in such damages. To the extent that the limitation of liability conflicts with any other provision of this contract, those provisions are amended as required to make them consistent with this limitation of liability.

9. *Agreement*

This agreement is the final, complete, and exclusive statement of agreement between the customer and Alotech. Any previous agreements, whether oral, written or implied, are superseded by this agreement. These terms shall also prevail over any subsequent terms and conditions contained in any order or other document submitted by the customer. This agreement may only be amended by mutual written agreement by authorized officials of both parties.