



# **GENERAL TERMS AND CONDITIONS**

# GENERAL

## 1. DEFINITIONS AND INTERPRETATION

In these Conditions, and every Quote, Order, Proposal, contract, rate schedule, or other arrangement in connection with the supply of Goods or Services by StrataTech Solutions, LLC the following words have the following meanings:

**“After Hours”** means from 06:00 PM to 7:00 AM MST Monday to Friday and all day on Saturday and Sunday.

**“Business Hours”** means 07:00 AM to 06:00 PM MST Monday to Friday

**“Call-out”** refers to a situation where a technician or engineer is dispatched or "called out" to a client's location to address, diagnose, or fix a particular issue that couldn't be resolved remotely. Call outs may be part of a Proposal or may incur an additional fee.

**"Client"**, **"You"** or **"Your"** means a person who seeks or obtains a quote for, or who orders, Goods or Services from Us, and includes both a person whose name is on the Order or on an email attached to which is an order, a person who places an order, and a person on whose behalf an Order is placed or on whose behalf it appears and order is placed, and in any case each of their heirs, successors and assigns;

**"Conditions"** means these terms and conditions;

**"Goods"** means any goods sourced or provided by Us, including computer hardware and Software and any goods provided in connection with any of those things;

**“Order”** means an order, in any form, from You for Goods or Services to be provided by Us;

**“Quote”** means a quote provided to You by Us;

**“Period”** means a particular number of hours, days, weeks, months, or any other period, as may be agreed between Us and You as the period during which some Services will be provided;

**“Proposal”** means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services (including unlimited support) and/or the provision of Goods provided by Us at Your request, including as set out in a Proposal Schedule;

**“Proposal Schedule”** means the key terms applicable to Proposals, as amended from time to time;

**“Public Holidays”** means any day which is a public holiday throughout the United States of America, including but not limited to bank holidays.

- New Years Day
- Martin Luther King Jr Day
- President’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People’s Day
- Veteran’s Day

- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

“**Rates**” means the hourly rates and other fees and charges for Services set out in a Proposal, Proposal Schedule, Quote, contract or arrangement entered into by Us and You or in these Conditions, and includes any monies payable to Us on a quantum meruit basis for any Work We have done;

“**Reasonable Assistance Limits**” has the meaning set out in Section 17.2;

“**Return/Cancellation Fee**” means a fee charged pursuant to Section 12.5 as set by Us from time to time;

“**Service Request**” means a request for Services such as adds, moves, changes and technical assistance;

“**Services**” means the provision of any services by Us including Work, consultations and recommendations;

“**Software**” includes software and any installation, update, associated software and any services provided in connection with any of these things;

“**Us**”, “**Our**” or “**We**” means StrataTech Solutions, LLC and its heirs, successors and assigns; and

“**Work**” means anything We may do, provide, customize, produce or acquire, whether or not in connection with, or for the purposes of, You or Your use or benefit, and includes testing, troubleshooting, installation and configuration of new equipment or software, consulting, scoping, planning, documenting and quoting for complex items.

In these Conditions, and every Quote, Order, Proposal, contract, rate schedule, or other arrangement in connection with the supply of Goods or Services by Us, unless the contrary intention appears:

Words denoting the **singular** number only **shall include the plural** number and vice versa;

Reference to **any Law Act of Parliament, Statute or Regulation shall include any amendment** currently in force at the relevant time;

**Headings** and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of these Conditions;

All references to dollars (\$) are to **United States Dollar**

A reference to time is to **Mountain Standard Time**

A reference to an **individual or person includes a corporation**, limited liability company, partnership, joint venture, association, authority, trust, state or government;

A reference to a recital, section, schedule, appendix or exhibit is to a recital, section, schedule, appendix or exhibit of or to these Conditions;

A recital, schedule, appendix, exhibit, or description of the party’s forms part of these Conditions;

A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;

Where an expression is defined, **another part of speech or grammatical form of that expression has a corresponding meaning;**

A reference to **“includes”** means **includes without limitation;**

## **2. APPLICATIONS OF THESE CONDITIONS**

Unless otherwise agreed by Us in writing, these Conditions are deemed incorporated in and are applicable to the terms of every Quote, Order, Proposal, contract, or other arrangement in connection with the supply of Goods and/or Services by Us to You. To the extent of any inconsistency, these Conditions will prevail over any such other document unless such document specifically identifies the inconsistency and is signed by Us.

The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement.

## **3. COMMITMENT TERM**

- 3.1 The initial term for the Services is as stated in the Quote.
- 3.2 After the expiration of the initial term, a renewal term will automatically commence for the same period as the original term and will continue indefinitely, until terminated as specified in Section 4.

## **4. TERMINATION**

- 4.1 This Agreement may be terminated by You as follows:
  - 4.1.1 If We breach any material term or condition of this Agreement and fail to remedy such breach within thirty (30) days of receipt of such written notice.
  - 4.1.2 After the initial term, at any time upon sixty (60) days written notice to Us.
- 4.2 This Agreement may be terminated by Us at any time upon thirty (30) days written notice to You.
- 4.3 Upon any termination, We will assist You in the orderly termination of Services, including timely transfer of the Services to another designated provider. You agree to pay Us for rendering such assistance at Our normal rates.
- 4.4 Should You wish to terminate this Agreement before the end of the initial term for any reason other than outlined in Section 4.1, You agree to pay all of the remaining payments up until the end of the term.

## **5. REPRESENTATIONS**

- 5.1 You acknowledge that no employee or agent of Ours has any right to make any oral representation, warranty, or promise in relation to the supply of Goods or Services other than subject to and as may be contained in the Conditions or any written document signed by Us.

## **6. NOTICES**

- 6.1 Any notices given under the Conditions shall be in writing and sent by e-mail to the last notified e-mail address of Yours.

## **7. GOVERNING LAW**

- 7.1 The Conditions shall be governed by and construed in accordance with the laws of the United States and the State of Utah, and the parties submit to the exclusive jurisdiction of the state and federal courts located in Salt Lake County, Utah.

## **8. ASSIGNMENT**

- 8.1 You may not assign Your rights and obligations under this Agreement without Our prior written consent.

## **9. VARIATION OF THESE TERMS AND CONDITIONS**

- 9.1 We may at any time amend these Terms and Conditions by publishing the amended Terms and Conditions on Our website. You accept that by doing this, We have provided You with sufficient notice of the variation. We are under no other obligation to notify You of any variation to these Terms and Conditions.

## **GOODS AND SERVICES**

### **10. QUOTES**

- 10.1 Term and effect: Quotes will only be valid for 30 days unless otherwise specified in the Quote. If You do not accept a Quote within 30 days, We will discard it and You will need to request a new one.
- 10.2 We may revise a Quote at any time prior to Your written acceptance. Any such revisions shall be duly conveyed to You in written form.
- 10.3 The price in the final Quote may vary from the original Quote if there is any price or product changes requested by You. We reserve the right to alter product and prices in the Quote until You accept such Quote in writing.
- 10.4 Quotes shall be deemed to correctly interpret the original specifications and are based on the cost on the date of the Quote. If You later require any changes to the Quote, and We agree to the changes, these changes will be charged at Our prevailing rate.
- 10.5 A Quote becomes an Order once You have accepted it as described below. In addition to being subject to these General Terms and Conditions, the Order will be subject to any terms and conditions stated on the Order. .
- 10.6 When a special price or discount offer has been applied to a Quote, other special promotions, discounts or bonus offers may or may not be applicable.
- 10.7 If there is a product that is no longer available, the product will then be replaced or substituted based on Your request and is subject to Your final approval.
- 10.8 Time of delivery information is based on an estimate given by Our vendors and cannot be held as the actual promised date.

- 10.9 Freight charges will be added to the Quote unless otherwise stated. Any included delivery charges are estimates only.
- 10.10 Unless specified on the Quote, all Goods included in a Quote are covered by manufacturer's warranty.
- 10.11 Varying or withdrawing Quotes: We may vary or withdraw a Quote at any time in Our absolute discretion and without prior notice to You. We may do so for any reason We consider fit, including without limitation where the Goods or Services become unavailable, or the cost price of Goods or Services increases after the date of the Quote.

## **11. ORDERS**

- 11.1 Approval of Orders: A Quote becomes an Order when You have approved the Quote through Our web-based ordering system or via email, by providing the date and your details, including your full legal name, address, and the relevant Quote number and date.
- 11.2 Reliance on appearance of validity: Absent actual knowledge to the contrary, We may rely upon the apparent validity of an Order. If any Order is signed or sent by email or approved through the web-based ordering system by a named person, that person warrants that the Order is, and it is acknowledged the Order is deemed in favor of Us to be:
  - 11.2.1 signed by, and duly authorized by, both the person who signed the Order and the person who sent the email; and
  - 11.2.2 duly authorized by the person on whose behalf the Order is placed or apparently placed.
- 11.3 No obligation to deliver: We are not obligated to deliver any Order until We have received payment in clear funds from You for the Order, any related freight, delivery and (where applicable) in-transit insurance costs or where We are unwilling or unable to complete the Order for any reason, provided that in such event We refund to You any payment made with respect to the Order.
- 11.4 We do not keep inventory and as such only order items once We receive a completed order from a client. If You would like to return an item or cancel an order, a restocking fee may apply. We will need to get approval from the distributor that the stock is returnable before being able to issue a refund as not all products can be returned.
- 11.5 Cancellation of Orders: You may not cancel an Order unless We agree to do so in writing in Our absolute discretion. You acknowledge that, amongst other things, We cannot cancel an Order once the manufacturer or supplier has dispatched the relevant Goods and that such dispatch often occurs the same day as You place an Order.

## **12. PRICING AND RATES**

- 12.1 Rates exclude Tax: All rates and amounts charged or quoted for Goods and/or Services are exclusive of Tax and any other applicable taxes or government charges (unless otherwise stated in writing by Us).

- 12.2 Rates Schedule: You must pay for Goods and Services at the Rates set out in any applicable Order.
- 12.3 Vary Rates: We reserve the right vary any Rate from time to time, subject to any fixed pricing for specific periods in any Order, in Our absolute discretion and without advance notice to You.
- 12.4 Call-out fees: You acknowledge that call-out fees may be charged in addition to the Rates at Our absolute discretion and that the amount of the call-out fee will depend upon where the Services are provided.
- 12.5 Return/Cancellation Fee: If We agree to accept a return or provide refund on your behalf, or if You cancel an Order, We may charge You a Return/Cancellation fee to cover the administration costs in processing the return or refund, or in processing the Order, the cancellation and any refund. We may deduct the Return/Cancellation fee from out of any amount otherwise due to be refunded to you.
- 12.6 Expenses: You must pay any expenses We incur in providing the Services to You in addition to the Rates, charges and call-out fees, upon written demand. Such expenses will include travel costs, flights, insurance, transportation, accommodation, and related meal allowance. Where appropriate, We will obtain prior written authorization from You before such expenses are incurred.
- 12.7 Calculation of increments: Where a charge is calculated based on increments of time, e.g., 1 hour or 30 minutes, We will charge the applicable rate for the whole increment of time rounded up to the nearest quarter-hour even if Work is done during part of, but not for the whole of, that increment of time.
- 12.8 Change in underlying costs: Without prejudice to any other rights of Ours under these Terms and Conditions, where there is any increase in the underlying costs We incur in connection with the supply of Goods or Services to You, We may, in Our absolute discretion, vary any of Our Rates.
- 12.9 Pre-Paid Blocks of Service: Where You agree to buy Pre-Paid Blocks of Service during a Period, payment must be made in advance for the Pre-Paid Blocks of Service at the rate applicable pursuant to the Rates Schedule for all Services. Each such rate being less any discount agreed in writing between Us and You in respect of the Pre-Paid Blocks of Service. Services included in a Pre-Paid Block of Service rate during the Period:
- 12.9.1 are calculated in accordance with the applicable minimum time periods and **increments** set out in the Proposal Schedule; and
- 12.9.2 **are only provided by Us during the applicable Period.** Where Services are provided for a specified Period:
- 12.9.3 The Services remaining unused for that Period cannot be rolled over into any subsequent Period unless otherwise agreed upon by Us and You; and
- 12.9.4 We are not liable to refund, re-imburse, pay damages or otherwise compensate or indemnify You in respect of those unused Services.

## **13. SERVICES AND PROPOSALS**

13.1 Service and Proposal Variations: We offer the Services and Proposals referred to in any Proposal Schedule. We may withdraw the provision of, or vary the scope or terms of, or add to or change, the Services without notice to You, from time to time in Our absolute discretion.

## **14. CONTRACTING**

14.1 We may subcontract any or all of the Services to be performed, but We shall retain prime responsibility for the Services under these terms.

## **15. DELIVERY, TITLE AND RISK**

15.1 Delivery liability: We will use all reasonable endeavours to dispatch Goods by the due date, but do not accept any liability for non-delivery or failure to deliver on time where this is caused by circumstances beyond Our reasonable control, including, for example, due to failures in supply to Us or delays caused by third parties, such as delivery companies or manufacturers.

15.2 Availability to accept delivery: You must be available to accept the Goods at Your delivery address during Business Hours unless otherwise arranged.

15.3 Passing of Risk: Delivery is deemed to take place when the Goods are delivered to Your address, whereupon risks of loss, breakage and all damage and all other risks pass to You. Nothing in this Section 15.3 will affect title to the Goods.

15.4 Obligation to insure: You will ensure that Goods are adequately insured from the time of delivery under Section 15.3.

## **16. RETURNS AND CLAIMS FOR GOODS AND SERVICES**

16.1 General refund policy: Given the nature of IT services and the customized Work We provide, refunds are generally not applicable once Services have been completed in accordance with the approved Quote.

16.2 Notwithstanding anything in these Terms and Conditions, You acknowledge that We supply Goods subject to all applicable conditions, including returns and claims policies, of any relevant manufacturer or supplier, and You agree to abide by all such terms and hold Us harmless with respect to any further or other obligation or any failure or default on the part of that manufacturer or supplier.

16.3 Some Goods not returnable: Where Goods have some element of customization for You, are supplied pursuant to an Order for Goods that is in Our opinion special or unusual, the Goods are obtained from overseas, the Goods are obtained from a supplier who is no longer trading, or the Goods are otherwise not readily returnable by Us to the manufacturer or supplier or any related services may not be cancelled, You may not return the Goods to Us or cancel the related services.

16.4 Duty to inspect: You agree to inspect all Goods immediately upon their delivery, and to provide written notice of any request for refund or return, or the reason for any claim, within seven days of delivery. If no such notice is given, You accept the Goods without any such return, refund or claim, and waive any claim for a refund or return.



- 16.5 Return condition: If You are entitled to return Goods, You must return the Goods in their original condition and unopened packaging, unless the reason for return may only be ascertained upon opening the packaging.
- 16.6 Return costs: You agree to pay all costs and expenses incurred by Us in arranging the return of the Goods to a manufacturer or supplier and/or the cancellation of any related services unless that manufacturer or supplier pays such costs.
- 16.7 Consequences of use, installation, customization, or sale: You agree to indemnify and hold Us harmless in respect of all allegations and claims related to any Goods once such Goods have been used, installed, customized or re-sold by You (without prejudice to the recourse of such a customer to the manufacturer of the Goods).

## **17. COMPUTER UTILITY, FUNCTIONALITY AND FITNESS FOR PURPOSE**

- 17.1 Service Limitations: You acknowledge that the Services may involve trial and error, tests, and troubleshooting, and/or advice and recommendations that may prove incorrect or inappropriate, in an attempt to cure a problem. While We will make what We consider (in Our absolute discretion) to be all reasonable endeavours to provide appropriate tests, troubleshooting, sound advice and good recommendations in order to assist You, You agree to indemnify and hold Us harmless in the provision of Our Services to You.
- 17.2 Reasonable Assistance Limits: We are only obliged to provide what We consider, in Our absolute discretion, to be reasonable assistance in the circumstances (including with the installation and customization of new software or hardware for You or any other Work) under any Order and You will pay for additional work at the Rates unless otherwise agreed in writing. Without limiting Our discretion to determine what reasonable assistance is, normally, reasonable assistance is limited to work done during Business Hours over a period of time not exceeding any period that We have allowed for the Work or have estimated the Work will take, even if We have not disclosed such periods to You. .
- 17.3 Recommendations, suitability, functionality and fitness for purpose: The parties acknowledge that:
- 17.3.1 We may recommend that You purchase Goods provided by third parties from time to time;
  - 17.3.2 You acknowledge that We have no control over many factors involved with the suitability, function or fitness for purpose of Goods in an existing or new computer environment, e.g.
    - 17.3.2.1 the compatibility or ability of the Goods to fit into or perform to expectations in the receiving computer/internet environment; or
    - 17.3.2.2 the behaviour of third-party supplier, e.g., in relation to support;
  - 17.3.3 You acknowledge that for reasons outside of Our control, the Goods may fail to meet Your expectations, may not turn out to be fit for all or any of the purposes sought, may not be suitable or may not function properly in all or any respects;

- 17.3.4 You acknowledge that the Services provided by Us may involve customizing Goods so they may be fit for particular purposes and that customization may be a very substantial project in itself;
- 17.3.5 Accordingly, You will accept the sole responsibility for, and indemnify and hold Us harmless in respect of:
  - 17.3.5.1 decisions as to whether or not to follow Our recommendations;
  - 17.3.5.2 decisions as to whether or not to purchase or customize Goods or obtain Services for that or any other purpose; and
  - 17.3.5.3 any failure or defect in suitability, function or fitness for purpose of any Goods and/or Services, including a responsibility to obtain Your own independent advice or second opinion from a suitably qualified person;
- 17.3.6 Where We provide Services with a view to achieving Your purposes, suitability, function or fitness for purpose (whether expressed, agreed or otherwise), You must pay for those Services on time without any set-off or counter-claim, whether or not We are able to achieve any of such purposes, suitability, function or fitness for purpose, provided always that We have acted in good faith and have made what We consider, in Our absolute discretion, to have made all reasonable endeavours to achieve those outcomes.

17.4 **Testing Procedures:** You will follow Our instructions with regard to testing or troubleshooting any problems, and if those do not resolve the outstanding problems, We will, subject to these Conditions, allocate such resources toward their resolution as We consider reasonable in the circumstances.

## 18. FORCE MAJEURE

18.1 **Force Majeure:** If We are unable to supply any Goods or Services due to circumstances beyond Our reasonable control, including without limitation failures by third parties to supply goods, services, or transportation; fire, flood, earthquake, or other acts of God; strikes, lock-outs, or work stoppages; wars, riots, civil commotion, explosion or accident; pandemic or epidemic; or any law, regulation or order by government authority. We may cancel the Order without liability (even if the Order has already been accepted) or cease to provide the Services by written notice to You, in which case You will hold Us harmless.

## 19. PRODUCT SPECIFICATIONS

19.1 **Alterations to Specifications:** We make every effort to supply the Goods in accordance with the Order, however, We may supply alternate Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer of the Goods after the Order date and before delivery.

19.2 **Substitute Goods:** If We cannot supply the Goods ordered by You, We may supply alternate Goods of equal or superior quality provided however that You will not pay a higher price than the price agreed to in the Order.

## 20. WARRANTIES

- 20.1 **Reliance on Manufacturer's Warranty:** You will rely on the warranties provided by the manufacturer of Goods supplied by Us (where applicable) and will deal directly with such manufacturer rather than Us for all claims covered by such warranties.
- 20.2 **No Claim Manufacturer's Default:** You have no claim against Us and agree to hold Us harmless: (a) for or from the performance or non-performance by any manufacturer of Goods supplied to You by Us; and (b) from any of the obligations of such manufacturer in respect of such Goods. This includes any damages due to You arising under, or in connection with, any breach by the manufacturer of any the manufacturer's warranties in respect of the Goods.

## 21. LIMITATION OF LIABILITY

- 21.1 **Exclusion:** Except as specifically set out herein and so far as may be permitted by law, any term, condition or warranty related to the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 21.2 **No liability for program or data loss:** You agree to indemnify and hold Us harmless from any allegation, claim, loss or expense of Yours or any third party for any program or data loss or damage suffered by You or that third party arising directly or indirectly from the supply of the Goods or Services by Us to You. You acknowledge You are solely responsible for backing up Your programs and data in order to mitigate Your own potential loss of programs and data.
- 21.3 **Limit on consequential damage:** You agree to indemnify and hold Us harmless from any allegation or claim as to any indirect, incidental, special, or consequential damages, losses, or expenses suffered by You or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to You or any third party.
- 21.4 **Limit on damage from a failure in supply:** You agree to indemnify and hold Us harmless for any allegation or claim for loss or damage by You or a third party where We have failed to meet any delivery date or cancelled or suspended the supply of Goods or Services.
- 21.5 **General limit on liability:** Except as otherwise expressly stated in these terms and conditions, We are not liable for any loss or damage of any kind however caused (including, but not limited to, by the negligence of Us) which is suffered or incurred by You in connection with:
- 21.5.1 Goods or Services provided to You or any Work;
  - 21.5.2 these Terms and Conditions;
  - 21.5.3 Your use of Our website (including the use of a credit card or other debit device) or any linked website;
  - 21.5.4 the non-availability of Goods or Our Services for any reason;
  - 21.5.5 any act or omission of Ours or the provision of inaccurate, incomplete or incorrect information by You, or

21.5.6 for any other reason whatsoever.

21.6 **Limitation options:** To the extent that any law implies a condition or warranty that cannot be excluded but can be limited, Section 21.5 does not apply to that liability and Our liability for any breach of that condition or warranty is limited to Our doing any one or more of the following (at its election):

21.6.1 replacing the Goods or supplying equivalent Goods, Services or Work;

21.6.2 repairing the Goods or the Work;

21.6.3 paying the cost of replacing the Goods or the Work or acquiring equivalent Goods, Services or Work; or

21.6.4 paying the cost of having the Goods or the Work repaired.

21.7 **Laws still apply:** Nothing in these Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of the Goods or Services which cannot be excluded, restricted or modified.

21.8 **Severance:** If any provision contained in the Conditions is unlawful, invalid or unenforceable, those provisions may be severed without prejudice to the validity and enforceability of the remaining provisions of the Conditions.

## 22. ERRORS AND OMISSIONS

22.1 We make every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of an error or omission, We may rescind the affected contract by written notice to You, notwithstanding that We have already accepted Your Order and/or received payment from You. Our liability in that event will be limited to the return of any money You have paid for the Order.

## OUR RESPONSIBILITIES

### 23. PRIVACY STATEMENTS AND YOUR RIGHTS

23.1 We are collecting Your personal information for the fulfilment of Quotes, Orders and the provision of Goods or Services to You and We may retain and use it for any such purposes (“Authorized Purposes”).

23.2 We may disclose Your personal information to other persons for the purposes of the fulfilment of Quotes, Orders and Work for You or in order to provide Goods or Services to You, to verify the information You provide, for inquiries about Goods or Services that may be suitable for Your purposes, or to confirm Your requirements, to anyone proposing to supply Goods or Services to You, or to acquire Goods or Services on Your behalf, or in respect of inquiries relating to any of the foregoing.

23.3 Otherwise We will not disclose Your personal information without Your consent unless authorized by law.

23.4 Your personal information will be held by Us at Our Principal Place of Business and You can contact Us to request to access or correct it.

- 23.5 We rely on You to submit correct information and details where requested. You accept that You may incur additional expenses if You submit incorrect information.

## 24. OUR WEBSITE

- 24.1 We make no representations or warranties in relation to information available on Our website, including without limitation:
- 24.1.1 that the information on Our website is complete or correct;
- 24.1.2 that Our website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software; and that We endorse any internet site linked to Our website or any third-party products or services referred to on Our website.

## YOUR RESPONSIBILITIES

### 25. LODGING OF SERVICE REQUESTS

- 25.1 In order for Us to provide You with the agreed Service, You agree to follow Our process for lodging of Service Requests as outlined in Appendix A.

### 26. ACCESS TO SYSTEMS, SITES AND PEOPLE

- 26.1 In order to provide You with the agreed Service, You agree to give Us access to various items of Yours including but not limited to, equipment, people and sites as and when required.
- 26.2 You agree to allow Us to install software on Your Equipment that allows Our technicians to access Your systems at any time. This software allows Us to view system statuses, send monitoring information, see users' desktops and control Your PC. This may require that devices are left on overnight or weekends.

### 27. THIRD PARTY AUTHORIZATIONS

- 27.1 At times We may need to contact Your third-party providers on Your behalf, such as Your internet provider. Some of these providers may require Your authorization for Us to deal on Your behalf. It is Your responsibility to ensure that We are able to deal freely with these providers.

### 28. PAYMENT, LATE PAYMENT AND DEFAULT

- 28.1 **Payment due date:** All invoices issued to You are due and payable to Us within the terms stated on the invoice (unless otherwise agreed in writing) by cash, check, credit card or electronic transfer in accordance with these Terms and Conditions and in the way set out in the Invoice.
- 28.2 **Late payment:** Where You fail to pay an invoice within ten (10) calendar days of the due date, We may, in Our absolute discretion and without prior notice, suspend or discontinue the supply of Goods and/or Services to You.
- 28.3 **Recoveries:** All legal and other costs and expenses incurred in connection with the recovery of late payments will be added to the amount due and will be recoverable from You, in addition to the original invoice cost. If You default in

payment of any invoice on time, moneys which would have become due by You at a later date shall be immediately due and payable without any further notice to You. Collectively, all of these moneys are referred to in these Conditions as a "Sum Due".

- 28.4 **Interest:** If payment of any Sum Due is not made on time, We will charge interest daily on the Sum Due at the maximum rate allowed by law, calculated and charged daily on and from the due date until the Sum Due is paid in full.
- 28.5 **Application of funds:** All payments of the Sum Due made by You to Us will be applied as follows:
- 28.5.1 first in or towards payment of any costs (including legal costs), charges, or expenses related to any dishonored check fees, collection costs or any other action taken by Us for the recovery of any amounts owing;
  - 28.5.2 second, in or towards payment of any interest due or payable hereunder, and
  - 28.5.3 third, in or towards payment of Your debts to Us in order from the longest standing due to the most recently incurred.
- 28.6 **Security:** We may require the Goods or any other property of Yours as collateral to be held as security for any Sum Due or as a condition precedent to the continuation of supply of Goods or Services.
- 28.7 **Payment arrangements:** In the event that a repayment arrangement is made in relation to any Sum Due and the supply of Goods or Services is resumed, but then a repayment due under that arrangement is not made on time, We may, in Our absolute discretion and without prior notice, again suspend or discontinue the supply of Goods or Services to You.
- 28.8 **Other remedies:** We may exercise any of Our rights and remedies including taking legal action against You for the recovery of any moneys due to Us, notwithstanding it may have exercised other rights under these Conditions.

## 29. SOFTWARE

- 29.1 All Software licences are Your responsibility. It is Your duty to store all licences for all Software used, so that that they can be reproduced if and when required. This includes all Software installed by Us.
- 29.2 You agree to indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:
- 29.2.1 any unauthorized Software use or installation by You or by Us at Your instruction;
  - 29.2.2 any breach of any Software licence in respect of Software provided to Us by You to be installed on one of Your computers;
  - 29.2.3 any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.
- 29.3 All copyright in custom software remains Our sole property unless alternate arrangements are made as part of a separate software agreement.

## 30. COPYRIGHT AND CONFIDENTIALITY

- 30.1 **Warranty and breach:** You warrant that any confidential or copyright information or intellectual property (of any kind and in any form held) or provided by You to Us belongs to You. In the event of any breach of this warranty, You will pay all sums due to Us as if such warranty had not been breached (and regardless of any non-performance of any obligation by Us on account of or in connection with the breach of such warranty). You agree to indemnify and hold Us harmless from any allegations, claims, loss, costs or expenses in connection with Your breach of warranty.
- 30.2 **Retention of title:** All copyright and other intellectual property rights in any Work created, commissioned or acquired by Us in the course of the supply of Services by Us to You will be Our exclusive property unless otherwise agreed in writing.
- 30.3 **Confidential Information:** We acknowledge that in the course of providing Services to You, We may learn from You certain non-public personal and otherwise confidential information relating to You, including Your customers, consumers or employees. We shall regard any and all information We receive which in any way relates or pertains to You, including Your customers, consumers or employees as confidential. You also acknowledge that all information and services, consulting techniques, proposals, and documents disclosed by Us or which comes to Your attention during the course of business and provided under a Quote, Order or these Terms and Conditions constitutes valuable assets of, and confidential and/or proprietary information to Us. As such, both parties agree to take all commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose except unless permitted in writing by the disclosing party or as required by applicable law.

# APPENDIX A

## SERVICE REQUEST SUBMISSION PROCESS

When You contact Us to submit a service request, only the methods below must be used:

**Phone:** (385) 746-1988

**Email:** support@stratatech.solutions

**Web Portal:** <https://stratatech.solutions>

Include a short description of the problem and any screenshots of errors to assist in the resolution of the issue.

If the issue is being submitted by either phone or external email you must include your name, company and return contact details.

Service requests must not be submitted directly with technicians, as this detracts them from resolving the current issue.

## SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

Service Requests that must be addressed outside of business hours must be submitted by phone (charges apply for afterhours work). If not, the Service Request will be viewed on Our next Business Day.