

Remote Management Service Agreement

TERMS OF SERVICE

1) The Plan.

These terms and conditions of this service contract (“Terms and Conditions”) govern and describe the technical support service (the “Service”) we will provide you under the GBIT Service – Remote Monitoring and Management Plan (the “Plan”). References to “you” and “your” are references to the person who is authorized to receive Service per Section 8, below. References to “we”, “our” and “us” are referring to GBIT Service and their employees or third-party service providers.

2) When Your Plan Begins and Ends;

- a) Your Plan begins on the date you purchase this Plan and shall renew automatically on an annual basis on the anniversary date of your Plan (Service Period). Your Plan will continue indefinitely on an annual basis until it is cancelled. Until the Plan is cancelled, you authorize us to charge your credit or debit card at the beginning of each annual billing period for the amount specified on your purchase confirmation or payment receipt.
- b) Cancellations/Renewals. For more information on how your Plan may be cancelled or renewed, please refer to Section 9, below.

3) What is Covered?

- a) This Plan provides Service for a single, eligible device, which may be a personal computer, (Microsoft notebook, laptop, or desktop or Apple computer). Mobile phones and tablets are not included because this service performs patching to your system. You choose the eligible device that you want covered when you request Service under this Plan and this device becomes the “Covered Product”. You may update the Covered Product associated with this Plan at any time in the event you replace or exchange an eligible device.
- b) Introduction and subscription to this service includes a one-time review of your current anti-virus/anti-malware implementation and recommendations to ensure your device is up to date and well protected. At that time, we will also ensure our agents are properly installed, configured, and reporting the status of your Covered Product as required. Any additional software required will be purchased at your expense.
- c) Our service provides added levels of support by enabling two agents on your Covered Product that send pertinent information regarding the status of the device, provide a means to install timely, tested patches to your Covered Product, direct access to submit support requests to our help desk, and enable attended remote access which facilitates our technicians to provide timely, monitored support. These installed agents provide the following additional support:
 - i) Software patching. Our software agent works directly with our central system to provide timely updates of the operating system, security updates, and third-party applications. These updates are tested prior to deploying to the Covered Product to reduce the possibility of a problem being introduced by these updates. At time of implementation, automatic updates on the Covered Product will be disabled to allow our patching service to work without interference and to ensure all patches are applied after being tested.
 - ii) Help desk service requests are enabled directly from the agent in the system tray making requests for service as convenient as possible.

- iii) Attended remote access. We offer attended remote support to your computer and provide personalized, white-glove assistance from any location, all while under your supervision. This is achieved by us entering a 9-digit session code that you generate and provide to us. This code is only valid while you maintain the active session. When you terminate the session, the code cannot be used again. Simultaneously, the technician will be disconnected from your computer and will not be able to reconnect until you provide a new session code. By installing the attended remote access client, you agree to the terms identified in our [attended remote support consent agreement](#).
 - d) During the Service Period, we will provide you with telephone, and web-based technical support resources. Service may include assistance with initial software installation and configuration, and troubleshooting; password reset; interpreting system error messages and determining when hardware service is required. Our initial review should be sufficient to prevent major problems with the Covered Product. Any resources required to repair issues after passing our inspection and configuration will be charged on a time and materials basis at \$100/hr., billed in 15-minute increments. Service extending beyond initial installation and configuration or problems originating from misuse or negligence by users of the Covered Product will be charged on a time and materials basis.
- 4) What's Not Covered?
- a) Troubleshooting issues that are likely to be resolved by upgrading your operating system or consumer software to the current version if you choose not to upgrade.
 - b) Training services. Additional services are available from [GBIT Service](#).
 - c) Server support includes but is not limited to any server administration and set up, server software applications/OS installation and support or server diagnostics and tune-ups.
 - d) Except for connecting your Covered Device to an active home network, the Service shall not include any home network support, router support or support for devices connected to your Covered Products. Additional services are available from [GBIT Service](#).
 - e) Damage to or loss of any software or data that was residing or recorded on the Covered Product. This Plan does not cover the recovery or reinstallation of data, software, information, or other files stored on your hard disk drives or any other data storage device.
 - f) GBIT Service offers data backup and recovery services for an additional fee.
- 5) How To Obtain Service. You may obtain service by accessing our website, [gbitservice.com](#), or by calling us at +1(480)434-1939.
- 6) Your Responsibility to Back-Up Data. Prior to us servicing your Covered Device or any other equipment, it is your responsibility to (1) back-up the data, software, information or other files stored on your hard disk drives or any other data storage device; and (2) remove and/or disconnect all USB flash drives, optical discs, external hard drives and other removable data storage devices and media from your Covered Device or other equipment that you provide to us.
- 7) Your Other Responsibilities. To receive service or support under the Plan, you agree to comply with each of the terms listed below.
- a) To receive web-based remote technical support, you will need to provide a high-speed internet connection.
 - b) You will provide information about the symptoms and causes of the issues with the Covered Product.
 - c) You will respond to requests for information such as the Covered Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue.

- d) You will be required to sign a service order disclaimer or other service order terms for certain services. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.
- 8) Eligibility for Service; Transferring Your Plan. We will provide Service in respect of the Covered Product to the original purchaser of this Plan or any person that is in lawful possession of a Covered Product. At our discretion, we may ask questions and take steps to verify that the person seeking service is in lawful possession of it and, in some cases, whether the serial number of the device matches our records concerning a Covered Product. If ownership of all the Covered Products has changed to the same person and/or the responsibility for the Plan has changed, we will, without charge, update our records to reflect the transfer of ownership and/or responsibility for the Plan as the case may be. The original purchase receipts and any service receipts should be transferred to the new owner. You may call +1(480)434-1939 to transfer your Plan.
- 9) Cancellation and Renewals.
 - a) You can cancel your annual Plan at any time. The cancellation will take effect at the end of the current month, based on your purchase date, and a pro-rated refund for any balance due to you from your annual purchase will be issued within 10 days. The cancellation will prevent you from being charged for any further billing periods. At your discretion, we can continue service through the end of your current Service Period, at which time your Plan will be cancelled, and no further charges will occur. The endpoint client requires GBIT Service to pre-pay for this license and is valid for 12 months. This cost will be deducted from any refunded amount due to you.
 - b) Cancellation or Suspension of Service by Us. We may cancel this Plan for convenience and discontinue providing service at any time upon written notice to you and issue you a pro-rata refund for any prepaid amounts. We may also cancel this Plan immediately or suspend service without notice, at our discretion, if you fail to make a payment when due or we are unable to process a credit or debit card charge or while any such charge is pending if your account is past due.
 - c) Renewals.
 - i) Your Plan will continue indefinitely on an annual basis until it is cancelled by you or us as explained in Section 9(a) above. We will obtain your advance consent if we desire to increase the price or materially reduce the coverage or benefits under the Plan for any future billing period.
 - ii) Any renewal or new service contract that we offer you may contain different pricing, coverage, and benefits as compared to your original Plan. We are not responsible for giving you notice of the expiration of your Plan. Therefore, you may not receive any communication from us prior to your Plan expiring unless we offer you a renewal of this Plan or a new service contract.
- 10) Privacy Policy. It is our policy to respect the privacy of its customers. For information on our privacy practices, please call +1(480)434-1939 or review our privacy policy at gbitservice.com/privacy.
- 11) Limitations of Service. We shall not be liable for any failure or delay in performance due to any cause beyond its control. We reserve the right to refrain from providing the service and instead refund your payment, wholly or in part, on the basis that the minimum system requirements are not met or if your technical needs or other requirements are unusual or extensive and beyond the scope of these Terms and Conditions, as determined by us.

12) DISCLAIMER OF WARRANTIES.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOUR USE OF THE SERVICE AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- a) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN; AND
- b) OUR TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR PLAN INCLUDING TAXES. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

14) LAWS

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona, excluding its conflict of law provisions. If any provision(s) of these Terms and Conditions is/are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

15) ENTIRE AGREEMENT

These Terms and Conditions and your purchase receipt constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of GBIT Service have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.