



Internet Products and Services SLA

Statement of Purpose: This Service Level Agreement (“SLA,” or “Agreement”) contains the terms and conditions that governs your use and access of the Products and Services of Equipment Systems and Devices Inc. (“ESD”) and defines both parties liabilities during use. It is an agreement between ESD and you or the entity you represent pertaining to Internet Connectivity as well as ESD Services that require internet connectivity. This Agreement takes effect upon first use of any applicable Services. By using ESD Products and Services, you are representing intent on behalf of yourself and your entity to be bound by this Agreement and all of its Sections and Subsections. By fulfilling the requirements contained herein of establishing a binding Agreement, you represent to ESD that you are lawfully able to enter into this Agreement either individually or on behalf of the entity you represent.

1 Use of ESD Products and Services

1.1 General Use. You may use any Product or Services so long as the operation is in accordance with this Agreement. Other Service Level Agreements may apply to other Products and Services. You must abide by all laws, rules, and regulations applicable to your use of all Products and Services, as well as any policies listed within this Agreement.

1.2 Your Account. To obtain valid permission to access ESD Products and Services, you must have or create a customer account with ESD. Information required may include, but is not limited to 1) name, 2) company or entity name, 3) company or entity telephone number, 4) company email address or one of the entity’s representatives, 5) billing address, and 6) shipping address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party and, except to the extent caused by ESD’s breach of this Agreement, ESD is not responsible for any outcomes, including financial losses, due to unauthorized activity on your account. You must immediately notify ESD if you believe there may have been unauthorized activity on your account. You may terminate your account and this Agreement in accordance with Section 7.2.

1.3 Support to You. General and technical (Section 5.2) support is provided during office hours on weekdays. Weekdays and office hours are defined as Monday through Friday from 8:00 AM to 5:00 PM E.S.T., except for applicable holidays that may include Christmas, Thanksgiving, and New Year’s, when offices are closed.

1.4 Third Party Content. Third party content is herein defined as any product or service that is not provided by ESD. ESD expressly disclaims all express and implied warranties that may be applicable including, but not limited to, warranty of merchantability and fitness for a particular purpose, for any and all third party content. ESD expressly disclaims any applicable ESD warranties granted at point of sale which will become void due to damage or other malfunction resulting from incorrect maintenance of ESD products performed by non-ESD entities.

1.5 Effective Date. The Effective Date is defined herein as the earliest date that intent to agree to this SLA is demonstrated by you as defined by the Statement of Purpose.

2 Changes

2.1 To Our Services. ESD may partially or wholly change, reduce, or discontinue any of the Services as well as features or functionality of ESD Products and/or Services from time to time, without prior notice.

3 Data Privacy and Security

3.1 Data Privacy. Other than the information that ESD collects for operational purposes, ESD does not collect data pertaining to any individual or business. Any information that is collected, is only used for operational purposes and is never distributed, sold, given, or otherwise communicated to any non-ESD entity.

3.2 Security. ESD reserves the right to implement policies in order to effect reasonable and appropriate measures to help secure both your customer's privacy, location and ESD equipment from accidental or unlawful loss, access or disclosure. Failure to adhere to such applicable policies may result in temporary suspension of Services.

4 Your Responsibilities

4.1 Internet Service. You are solely responsible for obtaining and maintaining at your expense the minimum internet-connection requirement, as required for proper operation of ESD Products and Services. The minimum required connection is stated herein as any internet service that provides business grade broadband speeds.

4.2 Internet Reliability. For the purposes of this Agreement, you are solely responsible for addressing and resolving any inconsistencies or abnormalities with your internet with your ISP. ESD will not be responsible for the functionality of an Internet Connection or ISP. ESD's obligation is further explained in Section 5.4.

4.3 Network Security. It is your responsibility to adequately secure your wired or wireless network to protect yourself from unauthorized activity. Furthermore, it is your responsibility to implement any applicable ESD policies, as per Section 3.2.

4.4 Remote Updates. ESD may require access to the Products you purchased from it in order to provide system maintenance and updates. Although you may refuse such access to those required Products, ESD may suspend its Services as set forth in Section 5.3.

5 ESD's Responsibilities

5.1 Service Uptime. ESD will strive towards maintaining the industry standards of uptime and reliability. However, downtime may occur for necessary systems maintenance.

5.2 Technical Support. ESD may provide technical support via remote access of ESD systems through use of your Internet Service Provider, provided that requirements are met pursuant to section 4.1. After office hours on weekdays and weekends, ESD offers emergency technical support for severe and urgent technical issues. ESD reserves the right to decline service if ESD technical support does not feel that the problem meets the emergency service requirements. Service fees may apply both to regular and emergency technical support.

5.3 Remote Updates. ESD may require updates to software and/or firmware of our Products in order to maintain proper security and correct function of ESD Products. ESD may remotely push updates from our servers to you. ESD will not be liable for any malfunction of any ESD Products and/or Services within your location when access or ability to perform maintenance or apply updates is restricted or refused. In such event, ESD reserves the right to temporarily suspend any or all Services provided by it.

5.4 Internet Reliability. ESD will not be responsible for inconsistent, unusual, or otherwise abnormal internet connectivity including, without limitation: (i) internet cutout, (ii) loss of connectivity, (iii) slow connectivity, or (iv) revocation of service by your ISP.

6 Fees and Payment

6.1 Internet Service Fees. ESD does not collect service fees on a monthly basis for internet connectivity. Any and all charges for use of a personal or commercial internet connection are to be paid to the ISP.

7 Term and Termination

7.1 Term. The term of this Agreement commences on the Effective Date as defined by Section 1.5 and will remain in effect until terminated by you or us in accordance with Section 7.2.

7.2 Termination. You may terminate this Agreement for any reason by providing ESD written notice of your desire to terminate your use and access to our Products and Services. ESD may immediately terminate this Agreement for any reason upon delivery of notice to you.

7.3 Effect of Termination. Upon termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you are responsible for any fees payable to ESD incurred up to the point of termination.

8 Indemnification

8.1 General. You will defend, indemnify, and hold harmless ESD, its employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Services; and (b) breach of this Agreement or violation of applicable law by you.

8.2 Process. ESD will promptly notify you of any claim subject to Section 8.1. In the event of a claim, you may: (a) use counsel of your own choosing to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain ESD's prior written consent before entering into any settlement. ESD may also assume control of the defense and settlement of the claim at any time.

9 Disclaimers

THIS SERVICE LEVEL AGREEMENT, AS WELL AS THE SERVICES DESCRIBED WITHIN ARE PROVIDED "AS IS." ESD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, ESD HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE.

10 Limitations of Liability

ESD WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA) EVEN IF ESD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ESD WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES RESULTING FROM YOUR INABILITY TO USE OUR SERVICES OR PRODUCTS AS A RESULT OF ANY (I) TERMINATION OF THIS AGREEMENT, (II) OUR DISCONTINUATION OF ANY OR ALL SERVICES, (III) TEMPORARY OR PERMANENT SUSPENSION OF SERVICES, OR, (IV) ANY UNANTICIPATED, SCHEDULED, OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF ESD'S SERVICES DUE TO ANY CAUSE, INCLUDING POWER OUTAGES, SYSTEM FAILURES, INTERNET ISSUES, SYSTEM MAINTENANCE, OR OTHER INTERRUPTIONS. NOTWITHSTANDING THE AFORESAID, ESD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID ESD UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11 Modificationsto the Agreement. ESD may modify this Agreement at any time by posting a revised version on the ESD website. By continuing to use ESD Products and Services on or after the Effective Date of any modifications to this Agreement, you thereby agree to be bound by the modified terms.

12 Miscellaneous

12.1 No Waivers. The failure of ESD to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit ESD'S right to enforce such provision at a later time. All waivers by ESD must be in writing to be effective.

12.2 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion to the extent possible; an unenforceable section will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

12.3 Entire Agreement; English Language. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and ESD, whether written or verbal, regarding the subject matter of this Agreement. If ESD provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.