



single point of contact

Phone 650-343-8500 or 800-791-4300 sales@singlepoint.com www.singlepointoc.com

SINGLE POINT OF CONTACT TECHNICAL SUPPORT TERMS OF SERVICE

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

Single Point of Contact Technical Support Terms of Service ("Service Terms") is provided to you ("Customer") in connection with Single Point of Contact. These terms and conditions comprise the entire agreement between Customer and Single Point of Contact with respect to the Service.

2. DESCRIPTION OF SERVICE & ELGIBILITY

Upon meeting Single Point of Contact's business requirements for the promotion, Customer shall be eligible to receive the following services via remote, or phone support (e.g., over the phone or via the Customer's computer with a Single Point of Contact technician into the Customer's computer) **Support will be tracked in 30 minute increments:**

- Software installation
- Software assessment and removal of viruses and malware
- Certain hardware installation — We will walk the client through the process
- Memory installation
- Operating system installation
- Computer tune-up, including operating software system updates, screen cleaning, fan cleaning, and keyboard cleaning
- Hard drive data removal upon request
- Password reset
- Hard drive removal upon request
- Provision of cloud services

Eligible devices include PCs (including notebooks, laptops, and desktops), tablets, and Apple personal computing products. Phones/mobile handsets are not eligible devices. Customers qualify for the promotion if;

- Business has at least 10 employees
- Unhappy with current IT provider
- Technology challenges are not solved

If Single Point of Contact is unable to successfully complete one of the services set forth by logging in remotely to the Customer's computer, Customer may ship or drop off the device at the Palo Alto office.

Customer prerequisites: The Service requires a functioning high-speed Internet connection, and up-to-date antivirus software installed on the PCs.

Please note that the following are not covered under this promotion:



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Hardware failure; hardware repair or replacement

Server support including but not limited to server administration and setup, server software application/OS installation and support, or server diagnostics and tune-ups

3. MODIFICATIONS TO TERMS OF SERVICE AND SERVICE

Single Point of Contact may change the terms and conditions of the Service from time to time. Upon any change in the terms and conditions of the Agreement, Single Point of Contact will post the changes to the site. Single Point of Contact reserves the right to modify or discontinue the Service with or without notice to Customer. Single Point of Contact shall not be liable to Customer or any third party should Single Point of Contact exercise its right to modify or discontinue the Service.

4. PRIVACY POLICY

It is Single Point of Contact's policy to respect the privacy of its Customers.

5. CUSTOMER'S RESPONSIBILITY TO BACK UP DATA

Customer agrees that prior to Single Point of Contact servicing any Customer equipment it is Customer's responsibility to (1) back up the data, software, information or other files stored on Customer's computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (2) remove all videotapes, compact discs, floppy discs, laser discs, cassettes, DVDs, film or other media from Customer's product. Customer agrees that whether or not Customer requests back-up services from Single Point of Contact and/or its third-party service provider, neither Single Point of Contact nor its third party service provider shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact discs, floppy discs, laser discs, cassettes, DVDs, film or other media.

6. LIMITATIONS TO SERVICE

Single Point of Contact shall not be liable for any failure or delay in performance due to any cause beyond its control. Single Point of Contact and/or its third-party service providers reserve the right to refrain from providing the Services, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the Customer are unusual or extensive and beyond the scope of these Service Terms, as determined by Single Point of Contact.

7. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless Single Point of Contact (and its affiliates and their respective officers, directors, employees and agents) from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances,



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security interests, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including, but not limited to, damage or destruction to property, injury (including death) to any person or persons, which are asserted against, incurred, imposed upon or suffered by Single Point of Contact by reason of, or arising from: (a) Customer's breach of this Agreement; (b) Customer's actual or alleged infringement of any patent, copyright, trademark, trade secret or other property or contract right of any other person; (c) Customer's actual or alleged failure to promptly pay sums due Single Point of Contact or third parties; (d) Customer's failure to comply with applicable laws, regulations or ordinances; or (e) the acts or omissions of Customer (or its officers, directors, employees or agents).

8. DISCLAIMER OF WARRANTIES

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SINGLE POINT OF CONTACT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SINGLE POINT OF CONTACT MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SINGLE POINT OF CONTACT 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. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S 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 CUSTOMER FROM SINGLE POINT OF CONTACT 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 EACH CUSTOMER.

9. LIMITATION OF LIABILITY

SINGLE POINT OF CONTACT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SINGLE POINT OF CONTACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE



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LIMITATIONS MAY NOT APPLY TO EACH CUSTOMER. It is Customer's responsibility to back up the software and data that is stored on Customer's computers, hard disk drive(s), and/or on any other storage devices Customer may have, and Single Point of Contact shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. Single Point of Contact shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to Customer by Single Point of Contact.

10. LAWS

These Service Terms shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. Customer and Single Point of Contact agree to submit to the exclusive jurisdiction of the courts in Palo Alto, California. If any provision(s) of the Agreement is 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. Customer and Single Point of Contact agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.