

GENERAL TERMS AND CONDITIONS

General

1. DEFINITIONS AND INTERPRETATION

In these Conditions, the Rate Schedule and every Quote, Order, Plan contract or other arrangement in connection with the supply of Goods or Services by AJD Tech, LLC the following words have the following meanings:

“After Hours” means from 5:00 PM – 8:00 AM Monday through Friday and all day Saturday and Sunday and including the following public holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

“Business Hours” means from 8:00 AM - 5:00 PM Monday through Friday excluding the following public holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

“Client”, “You”, or “Your” means a person who seeks or obtains a quote for, or who orders, Goods or Services from AJD Tech, LLC 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 an order is placed, and in any case each of their heirs, successors, and assigns.

“Conditions” means these terms and conditions.

“Goods” means any goods and/or services sourced by AJD Tech, LLC or provided by AJD Tech, LLC in connection with any such goods and/or services including computer hardware and software and any goods or services provided in connection with any of those things.

“Order” means any order requested by the Client to AJD Tech, LLC for Goods or Services in any form.

“Quote” means any quote provided by AJD Tech, LLC to the Client.

“Period” means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed between AJD Tech, LLC and the Client as the period during which some Services will be provided.

“Plan” means any arrangement between AJD Tech, LLC and the Client (whether alone or in conjunction with any other person) for Services (including unlimited support) and/or the provision of Goods provided by AJD Tech, LLC under an arrangement in connection with Work agreed to be done or progressed for or on behalf of the Client or any other person at the Client’s request, including as set out in a Plan Schedule.

“Plan Schedule” means the key terms applicable to Plans as set, and as may be varied by AJD Tech, LLC, from time to time in its absolute discretion without notice to the Client.

“Public Holidays” means any of the following public holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

“**Rates**” means the hourly rates and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the Rates Schedule, a Plan, Plan Schedule, Quote, contract or arrangement entered into by AJD Tech, LLC and the Client or in these Conditions and includes any monies payable to AJD Tech, LLC on a quantum meruit basis for any work it has done.

“**Rate Schedule**” means the schedule of rates, charges, and conditions for the services of AJD Tech, LLC as set, and as may be varied, by AJD Tech, LLC from time to time in its absolute discretion without notice to the Client.

“**Reasonable Assistance Limits**” has the meaning set out in clause 17.2.

“**Return/Cancellation Fee**” means a fee charged pursuant to clause 12.5 as set by AJD Tech, LLC from time to time.

“**Service request**” means a request for service such as adds, moves, changes, and technical assistance.

“**Services**” means the provision of any services by AJD Tech, LLC including work, advice, 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 AJD Tech, LLC and its heirs, successors, and assigns.

“**Work**” means anything AJD Tech, LLC, its representatives, and/or employees may do, provide, customize, produce or acquire, whether or not in connection with, or for the purposes of, the Client or the Client’s 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, the Rate Schedule and every Quote, Order, Plan, contract, or other arrangement in connection with the supply of Goods or Services by AJD Tech, LLC, unless the contrary intention appears:

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

Reference to any gender shall include every other gender.

Reference to any act of local, state, or federal government, statute or regulation shall include any amendment currently in force at the relevant time and any act of local, state, or federal government, statute or regulation enacted or passed in substitution therefore.

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 Dollars.

All references to time refer to the Central Time Zone in the United States.

A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state, or government and vice versa.

A reference to a recital, clause, schedule, annexure, or exhibit is to a recital, clause, schedule, annexure or exhibit of or to these Conditions.

A recital, schedule, annexure, or description of the parties 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.

A reference to **“will”** imports a condition not a warranty.

A reference to bankruptcy or winding up includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration, being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction and to the procedures, circumstances and events which constitute any of those conditions or matters.

2. Applications of These Conditions

Unless otherwise agreed by AJD Tech, LLC in writing, these Conditions are deemed incorporated in and are applicable to (and to the extent of any inconsistency will prevail over) the terms of every Quote, Order, Plan, contract, or other arrangement in connection with the supply of Goods and/or Services by AJD Tech, LLC to its Clients.

The invalidity or enforceability 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 minimum term that the Client acquires the service for is outlined in the Quote provided by AJD Tech, LLC to the Client, beginning from the first of the next month after the date of signing or approving the Quote.
- 3.2 After the expiry of the Committed Term, an extension of the Term will automatically commence for the same period as the original Committed Term and will continue indefinitely, unless earlier terminated by the Client as specified in Clause 4.

4. Termination

- 4.1 This Agreement may be terminated by the Client upon forty-five (45) days written notice if AJD Tech, LLC:

- 4.1.1 Fails to fulfil in any material respect its obligations under this Agreement and do not cure such failure within thirty (30) days of receipt of such written notice.
 - 4.1.2 Breaches any material term or condition of this Agreement and fail to remedy such breach within thirty (30) days of receipt of such written notice.
 - 4.1.3 Terminates or suspend our business operations unless it is succeeded by a permitted assignee under this Agreement.
- 4.2 This Agreement may be terminated by AJD Tech, LLC upon forty-five (45) days written notice to the client.
- 4.3 If either party terminates this Agreement, AJD Tech, LLC will assist the Client in the orderly termination of services, including timely transfer of the services to another designated provider. The client agrees to pay AJD Tech, LLC for rendering such assistance at our normal rates as outlined in our current Rate Schedule.
- 4.4 Should the Client wish to terminate this Agreement before the end of the commitment term, the Client agrees to pay all of the remaining payments up until the end of the commitment term.

5. Representations

- 5.1 The Client acknowledges that no employee or agent of AJD Tech, LLC has any right to make any 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.

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 the client.

7. Governing Laws

- 7.1 The Conditions shall be governed by and construed in accordance with the laws of the State of Indiana and parties submit to the non-exclusive jurisdiction of the Courts of the State of Indiana.

8. Assignment

- 8.1 The Client may not assign its rights and obligations under this Agreement without the prior written consent of AJD Tech, LLC.

9. Variation of these Terms and Conditions

- 9.1 AJD Tech, LLC may at any time vary these Terms and Conditions by publishing the varied Terms and Conditions on its website. The client accepts that by doing this, AJD Tech, LLC has provided the Client with sufficient notice of the variation. AJD Tech, LLC

is under no other obligation to notify the Client of any variation to these terms and conditions.

10. Quotes

- 10.1 Term and effect: Quotes will only be valid for 7 days unless otherwise specified in the Quote. A Quote is merely an invitation to the Client to place an Order with AJD Tech, LLC and the acceptance of a Quote by the Client will not create a binding contract between the Client and AJD Tech, LLC.
- 10.2 Quote is valid for 7 days only. Expiry dates on quotes are set to be able to inform AJD Tech, LLC when the quote is still active or to be discarded. Once discarded the quote will need to be requested again.
- 10.3 Once a quote has been confirmed by AJD Tech, LLC, then the prices in the quote will be confirmed as the final agreed price. A quote is confirmed as 'final' as soon as both parties agree with the final price after any last changes requested by The Client.
- 10.4 The price in the final quote may vary from the original request if there is any price or product changes requested by The Client. AJD Tech, LLC reserves the right to alter product and prices in the quote, as long as the quote has not been confirmed with The Client.
- 10.5 Quotes and estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the quote or estimate is given. If The Client later require any changes to the quotes, and AJD Tech, LLC agrees to the changes, these changes will be charged at our prevailing rate.
- 10.6 Once the Quote has been confirmed and converted to an Order, the Order will be subjected to our normal Terms and Condition of Sale.
- 10.7 The general minimum turnaround time for Quote request to be actioned is usually 24 hours. In the event that a quote is required urgently please let AJD Tech, LLC know so that AJD Tech, LLC can respond to it accordingly.
- 10.8 When a special price or discount offer has been applied to this Quote, no other special promotion, discount, or bonus offer will be applicable.
- 10.9 In the event that products in the Quote are subjected to any price and supply fluctuations that is outside of our control AJD Tech, LLC reserves the right to update the price and product in the Quote accordingly. If a product has undergone a price drop or a price increase, the Quote will then be adjusted accordingly. If there is a product that is no longer available, the product will then be replaced or substituted based on the Client's request and is subject to the Client's final approval.
- 10.10 Price on non-stocked products are subjected to Price and stock fluctuations and can only be confirmed once the Quote is turned into an Order. While AJD Tech, LLC

endeavours to honour every price quoted, if there is a price increase that is beyond our control, AJD Tech, LLC reserves the right to increase the price as necessary.

- 10.11 Once a Quote has already passed the expired date, AJD Tech, LLC may cancel the quote or estimate without having to notify or receive an approval from The Client.
- 10.12 ETA information is based on an estimate given by our vendors and cannot be held as the actual promised date.
- 10.13 Freight charges will be added to the Order unless otherwise stated. Any included delivery charges are estimates only.
- 10.14 AJD Tech, LLC does not keep inventory and as such only order items once AJD Tech, LLC receives a completed order from a client. If The Client would like to return an item or cancel an order, a restocking fee may apply. AJD Tech, LLC 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.
- 10.15 Prices are based upon total Quote Purchase.
- 10.16 Unless Specified, all items on quote are covered by manufacturer's warranty covering parts and labour for hardware only on a return to depot basis.
- 10.17 Varying or withdrawing Quotes: AJD Tech, LLC may vary or withdraw a Quote at any time in Our absolute discretion and without prior notice to The Client. AJD Tech, LLC may do so for any reason AJD Tech, LLC considers fit, including, e.g. 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 Order forms: The Client may place an Order for Goods and/or Services with AJD Tech, LLC. Normally, AJD Tech, LLC will require that the Client provide either a completed Order form or the Client approve the quote electronically via either an email or a web based system with the date and the Client's details, including the Client's full legal name or description (including the full name or description of any person on whose behalf the order is placed), the Client's address together with any relevant Quote number and date.
- 11.2 Approval of Orders: The Client will need to sign the Order or have it duly executed on the Client's behalf, unless the Order is sent by email or via the web based ordering system, in which case the Order will be treated or deemed as if signed by or on behalf of the Client by the person whose name appears as the sender of the email or submitter of the form.
- 11.3 Reliance on appearance of validity: Absent actual knowledge to the contrary, AJD Tech, LLC 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 favour of AJD Tech, LLC to be:

11.3.1 signed by, and duly authorized by, both the person who signed the Order, and the person who sent the email; and

11.3.2 duly authorized by the person on whose behalf the Order is placed or apparently placed.

11.4 Acceptance and Orders: An Order has no effect unless or until it is accepted by the Client in writing and, until AJD Tech, LLC has received from the Client payment in clear funds for the Order and any related freight, delivery, and (where applicable) in-transit insurance costs in clear funds.

11.5 No obligation to deliver: AJD Tech, LLC is not obliged to deliver any Order until AJD Tech, LLC has received payment in clear funds from the Client for the Order, any related freight, delivery, and (where applicable) in-transit insurance costs or where AJD Tech, LLC is unwilling or unable to complete the Order for any reason provided it refunds any payment made by the Client in respect of the Order.

11.6 Credit checks: For the purposes of ascertaining the credit standing or history of a prospective customer to whom AJD Tech, LLC is considering extending credit or payment terms, the Client hereby consents to AJD Tech, LLC undertaking a credit reference check in respect to the Client.

11.7 Cancellation of Orders: The Client will not cancel an Order unless AJD Tech, LLC agrees to do so in writing at the absolute discretion of AJD Tech, LLC. the Client acknowledge that, amongst other things, AJD Tech, LLC cannot cancel an Order once the manufacturer or supplier has despatched the relevant Goods and that such despatch often occurs the same day as the Order is placed by AJD Tech, LLC.

11.8 Processes and Procedures: AJD Tech, LLC has processes and procedures that AJD Tech, LLC follows in the course of the provision of the Services of AJD Tech, LLC and the supply of Goods. The Client agrees to co-operate with AJD Tech, LLC and to comply with such processes and procedures as advised to the Client from time to time.

12. Pricing and Rates

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

12.2 Rates Schedule: The Client must pay for Goods and Services at the Rates set out in any applicable Plan and the Rate Schedule as applicable from time to time during the provision of the Goods and/or Services.

- 12.3 Vary Rates: AJD Tech, LLC reserves the right vary any Rate and/or the Rate Schedule from time to time (subject to any fixed pricing for specific periods in any Plan), in its absolute discretion and without notice to the Client.
- 12.4 Call-out fees: The Client acknowledge that call-out fees may be charged in addition to the Rates at the absolute discretion of AJD Tech, LLC and that the amount of the call-out fee will depend upon where the Services are provided.
- 12.5 Return/Cancellation Fee: Where AJD Tech, LLC arranges a return or refund on behalf of the Client, or where an Order is cancelled by the Client after acceptance by AJD Tech, LLC, AJD Tech, LLC may charge the Client a Return/Cancellation fee to cover the administration costs to AJD Tech, LLC in processing the return or refund, or in processing the Order, the cancellation and any refund. AJD Tech, LLC may deduct the Return/Cancellation fee from out of any moneys otherwise due to be refunded to the Client by AJD Tech, LLC.
- 12.6 Expenses: The Client must pay any out-of-pocket expenses incurred by AJD Tech, LLC in providing the Services to the Client in addition to the Rates, charges, and call-out fees, upon written demand. Such expenses will include travel costs, flights, car hire, petrol, insurance, taxi fares, accommodation, and related meal allowance, tolls, and car parking expenses. Where appropriate, AJD Tech, LLC will obtain prior written authorization from the Client before such expenses are incurred.
- 12.7 Separate charges for Goods and Services: AJD Tech, LLC may in the absolute discretion of AJD Tech, LLC charge for Goods separately from Services or may charge for Goods and Services together.
- 12.8 Calculation of increments: Where a charge is calculated based on increments of time, e.g. 1 hour or 30 minutes, AJD Tech, LLC will charge the applicable rate for the whole increment of time even if work is done during part of, but not for the whole of, that increment of time.
- 12.9 Change in underlying costs: Without prejudice to any other rights of Ours under these Conditions, where there is any increase in the underlying costs incurred by AJD Tech, LLC in connection with the supply of Goods or Services to the Client, AJD Tech, LLC may, in our absolute discretion, vary any of its Rates.
- 12.10 Pre-Paid Blocks of Service: Where the Client 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 AJD Tech, LLC and the Client in respect of the Pre-Paid Blocks of Service. Services included in a Pre-Paid Block of Service rate during the Period:
- 12.10.1 are calculated in accordance with the applicable minimum time periods and **increments** set out in the Rates Schedule; and

12.10.2 **Are only provided by AJD Tech, LLC during the applicable Period.** Where Services are provided for a specified Period:

12.10.2.1 the Services remaining unused for that Period cannot be rolled over into any subsequent Period; and

12.10.2.2 AJD Tech, LLC is not liable to refund, re-imburse, pay damages or otherwise compensate or indemnify the Client in respect of those unused Services.

13. Services and Plans

13.1 Service and Plan Variations: Currently, AJD Tech, LLC offers the Services and Plans referred to in the Rates Schedule and any Plan Schedule. AJD Tech, LLC may withdraw the provision of, or vary the scope or terms of, or add to or change, the Services without notice to the Client, from time to time in absolute discretion of AJD Tech, LLC.

13.2 Copies on Request: AJD Tech, LLC will provide the Client with a copy of the current Rates Schedule upon request. Plan Schedules are tailored for particular Plans and are available to Clients participating in the Plan.

14. Contracting

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

15. Delivery, Title, and Risk

15.1 Delivery liability: AJD Tech, LLC will use all reasonable endeavours to despatch 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 the reasonable control of Ours, including, for example, due to failures in supply to AJD Tech, LLC or delays caused by third parties, such as delivery companies or manufacturers.

15.2 Availability to accept delivery: the Client must be available to accept the Goods at the Client's nominated 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 the Client's nominated address, whereupon risks of loss, breakage and all damage and all other risks pass to the Client. Nothing in this clause 15.3 will affect title to the Goods.

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

15.5 Retention of Title: Until AJD Tech, LLC receives full payment in cleared funds for any moneys due to AJD Tech, LLC by the Client on any account or for any reason:

- 15.5.1 title to, and property in, goods supplied to the Client remain vested in AJD Tech, LLC and does not pass to the Client.
- 15.5.2 The Client must hold those Goods as fiduciary bailee and agent for AJD Tech, LLC and must not sell them.
- 15.5.3 The Client must keep those Goods separate from other goods and maintain the Goods and their labelling and packaging intact.
- 15.5.4 Where the Client sell the goods in breach of these Conditions, the Client is required to hold the proceeds of any sale of those Goods on trust for AJD Tech, LLC in a separate account (however any failure to do so will not affect the Client's obligation to deal with the proceeds as trustee and remit them to AJD Tech, LLC);
- 15.5.5 AJD Tech, LLC may, without prior notice, enter into any premises where AJD Tech, LLC suspects those Goods may be, take possession of those Goods and sever and remove those Goods (notwithstanding that they may have been attached to other goods not the property of Ours) and for this purpose, the Client hereby irrevocably authorize and direct AJD Tech, LLC (and its employees and agents) to enter into such premises as its duly authorized agent and the Client hereby indemnify and holds harmless AJD Tech, LLC from and against any costs, claims, allegations, demands, damages or expenses or any other acts or omissions arising from or in connection with, such entry, repossession or removal.
- 15.5.6 The Client irrevocably appoint AJD Tech, LLC as the Client's attorney to do anything AJD Tech, LLC considers necessary in order to enter such premises and repossess the Goods as contemplated by this clause 15.5.

16. Returns and Claims for Goods and Services

- 16.1 General Returns Policy: Notwithstanding anything in these Conditions, the Client acknowledges that AJD Tech, LLC supplies Goods subject to all applicable conditions, including returns, and claims policies, of any relevant manufacturer or supplier. The Client will accept Goods subject always to these Conditions and the terms of such conditions and will indemnify and hold AJD Tech, LLC harmless in respect of any further or other obligation or any failure or default on the part of that manufacturer or supplier.
- 16.2 Customised Goods not returnable: Where Goods have some element of customisation for the Client, are supplied pursuant to an Order for Goods that is in the opinion of Ours 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 AJD Tech, LLC to the manufacturer or supplier or any related services may not be cancelled, the Client may not return the Goods to AJD Tech, LLC or cancel the related services.

- 16.3 Duty to inspect: The Client will inspect all Goods immediately upon their delivery. Within 7 days of such delivery the Client may give written notice to AJD Tech, LLC of any matter or thing, by reason of which the Client might wish to return the Goods, ask for a refund, or make a claim. If no such notice is given on time, the Client will accept the Goods without any such return, refund, or claim.
- 16.4 Return Condition: Where the Client are entitled to return Goods under these Conditions, the Client must return the Goods in their original condition and unopened, provided always that where, upon opening the packaging it becomes apparent that the Goods are different to what is described on the packaging or that the Goods are faulty, the Goods may be returned.
- 16.5 Return costs: The Client will pay all costs and expenses incurred by AJD Tech, LLC 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.
- 16.6 Consequences of use, installation, customization, or sale: The Client will indemnify and hold AJD Tech, LLC harmless in respect of all allegations and claims in respect of Goods once such Goods have been used, installed, customised or re-sold by the Client (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 given the science of computing: The Client acknowledge that a reasonable incident of the Services may involve trial and error and that it is a science applied often in novel or unknown circumstances and involving experiment. In particular, the Client acknowledges that the Services may involve tests, troubleshooting, advice, and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure a problem the Client is having. While AJD Tech, LLC will make what AJD Tech, LLC considers (in its absolute discretion) to be all reasonable endeavours to provide appropriate tests, troubleshooting, sound advice, and good recommendations in order to assist the Client, the Client will always indemnify and hold AJD Tech, LLC harmless in the provision of our Services to the Client.
- 17.2 Reasonable Assistance Limits: AJD Tech, LLC is only obliged to provide what AJD Tech, LLC considers, in our absolute discretion, to be reasonable assistance in the circumstances (including with the installation and customisation of new software or hardware for the Client or any other Work) under any Plan and the Client will pay for additional work at the Rates unless otherwise agreed. Without limiting the discretion of AJD Tech, LLC 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 AJD Tech, LLC has allowed or allows for the Work or has estimated or estimates the Work will take, whether or not notice of the time allowed or estimated is given by AJD Tech, LLC to the Client.

- 17.3 Recommendations, suitability, functionality, and fitness for purpose: The parties acknowledge that:
- 17.3.1 AJD Tech, LLC may recommend that the Client purchase Goods provided by third parties from time to time.
 - 17.3.2 Recommendations may be made in situations where the Client has made known to AJD Tech, LLC the purpose for which the Goods will be used, or some function sought to be fulfilled.
 - 17.3.3 The Client acknowledges that AJD Tech, LLC has no control over many factors involved with the suitability, function, or fitness for the purpose of Goods in an existing or new computer environment, e.g.
 - 17.3.3.1 the compatibility or ability of the Goods to fit into or perform to expectations in the receiving computer/internet environment; or
 - 17.3.3.2 the behavior of third-party suppliers, e.g., in relation to support.
 - 17.3.4 The Client acknowledges that for a whole number of reasons outside of our control, the Goods may fail to meet the Client's 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.
 - 17.3.5 The Client acknowledge that the Services provided by AJD Tech, LLC may involve the very task of seeking to customise Goods so they may be fit for purposes and that customization may be a very substantial project in itself.
 - 17.3.6 Accordingly, the Client will accept the sole responsibility for, and indemnify and hold AJD Tech, LLC harmless in respect of:
 - 17.3.6.1 decisions as to whether or not to follow recommendations by AJD Tech, LLC.
 - 17.3.6.2 decisions as to whether or not to purchase or customise Goods or obtain Services for that or any other purpose; and
 - 17.3.6.3 any failure or defect in suitability, function, or fitness for purpose of any Goods and/or Services, including a responsibility to obtain the Client's own independent advice or second opinion from a suitably qualified person.
 - 17.3.7 Where AJD Tech, LLC provides Services with a view to achieving the Client's purposes, suitability, function or fitness for purpose (whether expressed, agreed or otherwise), the Client must pay for those Services on time without any set-off or counter-claim, whether or not AJD Tech, LLC is able to achieve any of such purposes, suitability, function or fitness for purpose, provided always that AJD Tech, LLC has acted in good faith and have made what AJD Tech, LLC considers, in our absolute discretion, to have made all reasonable endeavours to achieve those outcomes.

17.4 **Testing Procedures:** The Client will follow the instructions of Ours with regard to testing or troubleshooting any problems and that if those do not resolve the outstanding problems, AJD Tech, LLC will, subject to these Conditions, allocate such resources as AJD Tech, LLC considers reasonable in the circumstances towards their resolution.

18. Force Majeure

18.1 **Force Majeure:** If AJD Tech, LLC is unable to supply any Goods or Services due to circumstances beyond our reasonable control, AJD Tech, LLC may cancel the Order (even if the Order has already been accepted) or cease to provide the Services by written notice to the Client, in which case the Client will hold AJD Tech, LLC harmless.

18.2 AJD Tech, LLC will not be liable for any breach of contract due to any matter or thing beyond our control, including failures by third parties to supply goods, services or transport, stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lockouts, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion, or accident.

19. Product Specifications

19.1 **Alterations to Specifications:** AJD Tech, LLC makes every effort to supply the Goods in accordance with the Order however AJD Tech, LLC 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 AJD Tech, LLC cannot supply the Goods ordered by the Client, AJD Tech, LLC may supply alternate Goods of equal or superior quality provided however that the Client will not pay a higher price than the price Quoted or otherwise agreed for the Goods ordered.

20. Warranties

20.1 **Reliance on Manufacturer's Warranty:** The Client will rely on the warranties provided by the manufacturer of Goods supplied by AJD Tech, LLC (where applicable) and will deal directly with such manufacturer rather than AJD Tech, LLC for all claims covered by such warranties.

20.2 **No claim for manufacturer's default:** The Client indemnify and hold AJD Tech, LLC harmless in respect of the performance or otherwise, by any manufacturer of Goods supplied to the Client by AJD Tech, LLC, of any of the obligations of such manufacturer in respect of such Goods. This includes any damages or moneys due to the Client arising under, or in connection with, any breach by the manufacturer of any the manufacturer's warranties in respect of the Goods.

21. Liability

21.1 **Exclusion:** Except as specifically set out herein and so far, as may be permitted by law, any term, condition, or warranty in respect of 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:** The Client indemnify and hold AJD Tech, LLC harmless in respect of any allegation, claim, loss, or expense of the Client's or any third party for any program or data loss or damage suffered by The Client or that third party arising directly or indirectly from the supply of the Goods or Services by AJD Tech, LLC to the Client. The Client acknowledges the Client is solely responsible for backing up the Client's programs and data in order to mitigate the Client's own potential loss of programs and data.
- 21.3 **Limit on consequential damage:** The Client indemnify and hold AJD Tech, LLC harmless in respect of any allegation or claim as to any indirect or consequential losses or expenses suffered by the Client or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to the Client or any third party.
- 21.4 **Limit on damage from a failure in supply:** The Client indemnify and hold AJD Tech, LLC harmless for any allegation or claim for loss or damage by the Client or a third party where AJD Tech, LLC has failed to meet any delivery date or cancels or suspends the supply of Goods or Services.
- 21.5 **General limit on liability:** Except as otherwise expressly stated in these terms and conditions, AJD Tech, LLC is not liable for any loss or damage of any kind however caused (including, but not limited to, by the negligence of AJD Tech, LLC) which is suffered or incurred by the Client in connection with:
- 21.5.1 Goods or Services provided to the Client or any Work.
 - 21.5.2 these Terms and Conditions.
 - 21.5.3 The Client's use of the website of AJD Tech, LLC (including the use of a credit card or other debit device) or any linked website.
 - 21.5.4 the non-availability of Goods or Services for any reason.
 - 21.5.5 any act or omission of Ours or the provision of inaccurate, incomplete, or incorrect information by the Client, or
 - 21.5.6 for any other reason whatsoever.
- 21.6 **Limitation options:** To the extent that any legislation implies a condition or warranty that cannot be excluded but can be limited, clause 21.5 does not apply to that liability and the liability of AJD Tech, LLC for any breach of that condition or warranty is limited to the doing of AJD Tech, LLC (and our employees and agents) 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 AJD Tech, LLC makes every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of an error or omission, AJD Tech, LLC may rescind the affected contract by written notice to the Client, notwithstanding that AJD Tech, LLC has already accepted the Client's Order and/or received payment from the Client. The liability of AJD Tech, LLC in that event will be limited to the return of any money the Client has paid in respect of the Order.

OUR RESPONSIBILITIES

23. Privacy Statements and Your Rights

23.1 AJD Tech, LLC is collecting the Client's personal information for the fulfilment of Quotes, Orders, and the provision of Goods or Services to the Client and it may retain and use it for any such purposes ("Authorized Purposes").

23.2 The Client is required to provide your personal information to AJD Tech, LLC for Authorized Purposes.

23.3 AJD Tech, LLC may disclose the Client's personal information to other persons for the purposes of the fulfilment of Quotes, Orders and Work for the Client or in order to provide Goods or Services to the Client, to verify the information the Client provide, for enquiries about Goods or Services that may be suitable for your purposes, or to confirm the Client's requirements, to anyone proposing to supply Goods or Services to the Client, or to acquire Goods or Services on the Client's behalf, or in respect of enquiries relating to any of the foregoing.

23.4 Otherwise AJD Tech, LLC will not disclose the Client's personal information without the Client's consent unless authorized by law.

23.5 The Client's personal information will be held by AJD Tech, LLC and the Client can contact AJD Tech, LLC to request to access or correct it.

- 23.6 AJD Tech, LLC relies on the Client to submit correct information and details where requested. The Client accept that the Client may incur additional expenses if the Client submits incorrect information.

24. Our Website

- 24.1 AJD Tech, LLC makes no representations or warranties in relation to information available on our website, including without limitation:
- 24.1.1 that the information on the website of AJD Tech, LLC is complete or correct.
 - 24.1.2 that the website of AJD Tech, LLC 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 AJD Tech, LLC endorses any internet site linked to our website or any third party products or services referred to on our website.

25. Insurance Coverage

- 25.1 AJD Tech, LLC will maintain at our own expense, commercial general liability insurance for personal injury and property damage. At the Client's request AJD Tech, LLC will provide the Client with certificates, including renewal certificates evidencing such coverage within thirty (30) days of commencing this Agreement, at every renewal, and at other times as may be reasonably requested by the Client.

YOUR RESPONSIBILITIES

26. Submittal of Service and Support Requests

- 26.1 In order for AJD Tech, LLC to provide the Client with the agreed Service, the Client agrees to follow Our process for submittal of Service and Support Requests as outlined in Appendix A.

27. Access to Systems, Sites, and People

- 27.1 In order to provide the Client with the agreed Service, the Client agrees to give AJD Tech, LLC access to various items of the Client's including but not limited to, equipment, people, and sites as and when required.
- 27.2 The Client agrees to allow AJD Tech, LLC to install software on the Client's Equipment that allows Our technicians to access the Client's systems at any time. This software allows AJD Tech, LLC to view system statuses, send monitoring information, see end users' desktops, and control the Client's PC's. This may require that devices are left on overnight or weekends.

28. Third-Party Authorizations

- 28.1 At times AJD Tech, LLC may need to contact the Client's third-party providers on the Client's behalf, such as the Client's internet provider. Some of these providers may require the Client's authorization for AJD Tech, LLC to deal on the Client's behalf. It is

the Client's responsibility to ensure that AJD Tech, LLC is able to deal freely with these providers.

29. Payment, Late Payment, and Default

- 29.1 **Payment due date: All** invoices issued to the Client are due and payable to AJD Tech, LLC within the terms stated on the invoice (unless otherwise agreed in writing). by cash, check, credit card or direct deposit in accordance with these Terms and Conditions and in the way set out in the Invoice.
- 29.2 **7 days late:** Where the Client fails to pay an invoice within seven (7) days of the due date, AJD Tech, LLC may, in Our absolute discretion and without prior notice, suspend or discontinue the supply of Goods and/or Services to the Client.
- 29.3 **Recoveries:** All legal and other costs and expenses incurred in connection with the recovery of late payments will be added to the amount due by the Client to AJD Tech, LLC and will be recoverable from the Client, in addition to the original invoice cost. If the Client defaults in payment of any invoice on time, moneys which would have become due by the Client at a later date shall be immediately due and payable without any further notice to the Client. Collectively, all of these moneys are referred to in these Conditions as a "Sum Due".
- 29.4 **Interest:** If payment of any Sum Due is not made on time, AJD Tech, LLC 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.
- 29.5 **Application of funds:** All payments of the Sum Due made by the Client to AJD Tech, LLC will be applied as follows:
 - 29.5.1 First, in or towards payment of any costs (including legal costs), charges, expenses or outgoings paid by AJD Tech, LLC in relation to any dishonored cheque fees, collection costs or any other action taken by AJD Tech, LLC for the recovery of any amounts owing by the Client to AJD Tech, LLC,
 - 29.5.2 secondly, in or towards payment of any interest due or payable hereunder, and
 - 29.5.3 thirdly, in or towards payment of the Client's debts to AJD Tech, LLC in order from the longest standing due to the most recently incurred.
- 29.6 **Security:** AJD Tech, LLC may require the Client to provide security over the Client's property (including the Goods or any other property of the Client's) 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 by AJD Tech, LLC to the Client.
- 29.7 **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, AJD Tech, LLC may, in

Our absolute discretion and without prior notice, again suspend or discontinue the supply of Goods or Services to the Client.

- 29.8 **Power of Attorney:** The Client hereby irrevocably appoint AJD Tech, LLC as the Client's attorney to do anything AJD Tech, LLC considers fit for the recovery of the Sum Due or the creation, perfection or enforcement of any collateral held or to be held as security for any Sum Due.
- 29.9 **Other remedies:** AJD Tech, LLC may exercise any of Our rights and remedies including taking legal action against the Client for the recovery of any moneys due to AJD Tech, LLC, notwithstanding it may have exercised other rights under these Conditions.

30. Non-Solicitation of Clients and Employees

- 30.1 The Client agrees that employees are one of Our most valuable assets, policy, and professional ethics require that Our employees not seek employment with, or be offered employment by, the Client during the course of engagement and for a period of two (2) years thereafter (or the maximum amount permissible by a Court).
- 30.2 The Client agrees that Our damages resulting from breach of this clause 30.1 would be impracticable and that it would be extremely difficult for AJD Tech, LLC to ascertain the actual amount of damages. Therefore, in the event the Client violates this provision, the Client agree to immediately pay AJD Tech, LLC 100% of the employee's total annual salary, as liquidated damages and AJD Tech, LLC shall have the option to terminate this Agreement without further notice or liability to the Client. The amount of liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs AJD Tech, LLC would incur to identify, recruit, hire, and train suitable replacements for such personnel.

31. Software

- 31.1 All Software licences are the responsibility of the Client and not that of AJD Tech, LLC. It is the duty of the Client's 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 AJD Tech, LLC.
- 31.2 The Client indemnifies and holds AJD Tech, LLC harmless against any claim, allegation, loss, damage, or expense arising directly or indirectly from:
- 31.2.1 any unauthorized Software use by the Client.
 - 31.2.2 any breach of any Software licence in respect of Software provided to AJD Tech, LLC by the Client to be installed on one of the Client's computers.
 - 31.2.3 otherwise as a result of AJD Tech, LLC installing Software at the Client's where the Client is not authorized to use the Software; and
 - 31.2.4 any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.

- 31.3 All copyright in custom software remains the sole property of Ours unless alternate arrangements are made as part of a separate software agreement.

32. Copyright and Confidentiality

- 32.1 **Warranty and breach:** The Client warrant that any confidential or copyright information or intellectual property (of any kind and in any form held) or provided by the Client to AJD Tech, LLC belongs to the Client. In the event of any breach of this warranty, the Client will pay all sums due to AJD Tech, LLC as If such warranty had not been breached (and regardless of any non-performance of any obligation by AJD Tech, LLC on account of or in connection with the breach of such warranty). The Client indemnifies and holds AJD Tech, LLC harmless in respect of any allegations, claims, loss, costs, or expenses in connection with such breach of warranty by the Client.
- 32.2 **Retention of title:** All copyright and other intellectual property rights in any Work created, commissioned, or acquired by AJD Tech, LLC in the course of the supply of Services by AJD Tech, LLC to the Client will be the exclusive property of Ours unless otherwise agreed in writing by AJD Tech, LLC and the Client.
- 32.3 **Confidential Information:** AJD Tech, LLC acknowledges that in the course of providing Services to the Client, AJD Tech, LLC may learn from the Client certain non-public personal and otherwise confidential information relating to the Client, including the Client's customers, consumers, or employees. AJD Tech, LLC shall regard any and all information AJD Tech, LLC receives which in any way relates or pertains to the Client, including The Client's customers, consumers, or employees as confidential.
- 32.4 The Client also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by AJD Tech, LLC or which comes to the attention of AJD Tech, LLC during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary information to AJD Tech, LLC.

As such, both parties shall 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 and Support Request Submittal Process

When you contact us to submit a service request or to request support only the methods below must be used:

Phone: (219)440-6611

Email: help@ajdtech.com

Website: <https://ajdtech.com>

Include a brief 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, or organization name, and return contact details.

Service and support requests should not be submitted directly to technicians, as this detracts them from resolving the current issue.

Service and Support Requests Outside of Our Business Hours

Service and Support Requests that must be addressed outside of business hours must be submitted by phone (charges may apply for after-hours work). If not, the Service or Support Request will be processed on the next Business Day.