

IT Systems Management Service Terms of Service

1. GENERAL TERMS AND CONDITIONS

The IT Systems Management Service Agreement (SMS) General Terms and Conditions incorporate the following documents by reference:

- (i) The Systems Management Service General Terms and Conditions containing the general terms and conditions applicable to all Services,
- (ii) The Software Agreement and Terms of Use,
- (iii) The Hardware Agreement and Terms of Use,
- (iv) The Email Agreement and Terms of Use, and
- (v) The Backup Agreement and Terms of Use.

These Agreements are effective upon acceptance of ETSZONE's offer to provide services.

2. DEFINITIONS

Some words used in these Agreements have particular meanings:

"ETSZONE": ETSZONE Principles, Employees, and Subcontractors.

"Customer": Customer to whom ETSZONE provides services.

"Agent": Means by which ETSZONE can monitor, diagnose, or prevent interruptions of service(s), network(s), or workstation(s).

"Agreement": Order for IT Systems Management Service signed by the Customer. The Agreement contains the specific terms of the service, including pricing and scope of service (eg. covered equipment).

"Business Day": Mondays through Fridays; excluding holidays in the United States.

"Business Hours": 8:00 a.m. - 5:00 p.m., United States central time.

"Basic Support": Support with respect to the program or driver installation and initial configuration; and are limited to troubleshooting supported workstation(s), server(s), and network connectivity. Basic support does not include upgrades, customizations, or full repair to existing Hardware or Software.

"Bulk Email": Email messages of similar content sent to more than 250 recipients.

"Confidential Information": Information disclosed by ETSZONE to the Customer, or by the Customer to ETSZONE, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential will be treated as confidential:

- (i) The Customer: all information transmitted to or from, or stored on the Customer's computer, in the Customer's place of business, and email;
- (ii) ETSZONE: unpublished prices and other terms of service, audit and security reports, product development plans, and other proprietary information or technology;
- (iii) Both Parties: information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by either Party, without reference to the other's Confidential Information, or that becomes available either Party other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other Party.

“Hardware”: Mechanical, magnetic, electronic, and electrical devices comprising a computer system, including CPUs, motherboards, disk drives, keyboards, mice, monitors/screens, power supplies, ports, drives, speakers, fans, and other accessories.

“Party (ies)”: ETSZONE and the Customer who have entered into an Agreement for Service(s)

“Service(s)”: ETSZONE IT Systems Management Service provided to the Customer as outlined in the signed Agreement.

“Software”: Written programs, procedures, rules, and associated documentation pertaining to the operation of Hardware.

“SMS”: Systems Management Service

“System”: Combination of Hardware, Software, and networking elements that comprise an Information Technology (IT) System. Depending on the services for which the Customer has contracted, the System may consist of a dedicated system for the Customer’s exclusive use, the right to use certain parts of a shared System that ETSZONE maintains for multiple customers, or a combination of some dedicated elements and some shared elements.

3. ETSZONE’S OBLIGATIONS

ETSZONE will provide the Services in accordance with the specifications in these agreements. ETSZONE may perform any supplementary services outside of the Agreement and charges for supplementary services will be billed at ETSZONE’s discretion. ETSZONE will perform all Services in accordance with applicable law and in good faith.

4. CUSTOMER’S OBLIGATIONS

The Customer must use reasonable security precautions throughout the term of the Customer’s ETSZONE IT Systems Management Service Agreement. The Customer must comply with applicable state and federal laws, as well as, the terms of this Agreement. The Customer must cooperate with ETSZONE’s reasonable investigation of service outages, security inquiries, and any suspected breach of the Agreement. The Customer is responsible for keeping the Customer’s account permissions, billing, and other account information up-to-date. The Customer must pay fees for the Services as stated in the Agreement between signed by ETSZONE and the Customer.

5. PROMISES ETSZONE DOES NOT MAKE

A. General

ETSZONE does not promise that the Services will be uninterrupted, error-free, or completely secure. The Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of privacy, Confidential Information, and intellectual or personal property.

B. Warranties

ETSZONE disclaims any and all warranties not expressly stated in the Agreement, including the implied warranties of merchantability, fitness for a particular purpose, and non infringement. The Customer is solely responsible for the suitability of the services chosen. Any services that ETSZONE is not contractually obligated to provide, but that ETSZONE may perform for the Customer at the Customer’s request and without any additional charge are provided on an AS IS basis.

C. Backups

ETSZONE does not promise to backup the Customer's data, unless the Customer has purchased backup services. If the Customer purchases backup services, ETSZONE does not promise to retain the data backup for longer than the agreed data retention period.

D. Other Parties

ETSZONE does not promise to provide support to any other party, unless specifically agreed in writing. ETSZONE will provide support only to the Customer's administrative or technical contacts and employees listed on the Customer's account.

E. Regulatory Requirements

It is the Customer's responsibility to understand the regulatory requirements applicable to the Customer's business and for selecting and using ETSZONE's Services in a manner that complies with the applicable requirements.

6. UNAUTHORIZED ACCESS TO CUSTOMER DATA OR USE OF THE SERVICES

ETSZONE is not responsible to the Customer or any third-party for unauthorized access to the Customer's data or the unauthorized use of the Services. The Customer is responsible for the use of the Services by any employee of the Customer's, any person the Customer authorizes to use the Services, any person to whom the Customer has given access to the Services, and any person who gains access to the Customer's data or the Services as a result of the Customer's failure to use reasonable security precautions, even if such use was not authorized by the Customer.

7. BILLING and PAYMENTS

Monthly Managed Service payments are due by the 1st of the month. Monthly fees are billed 15 days before the calendar month of service. ETSZONE will charge the Customer's payment, in advance, for each monthly service period, along with associated taxes. ETSZONE will bill in arrears for any Hardware, Software, or Service fees not covered by the Customer's plan. Payments received after the 10th of the month will accrue a 5% late fee. Past due amounts will continue to accrue a 5% late fee each month. Payments provided to ETSZONE via credit card are processed within 3 days (before or after) of the first day of each service month. There is a \$30 charge for credit card or check payments that are returned to ETSZONE by the financial institution and an alternate payment method will be required. When the Customer provides credit card payment information to ETSZONE, the Customer authorizes ETSZONE to collect and process payment via that given method, including disconnection fees, recovery fees, and any other outstanding charges. This authorization will remain valid for 30 days after the Customer terminates in writing.

If the Customer wishes to discontinue service during the agreement period, the Customer must provide ETSZONE written notice of at least 30 days, a payment equal to 60% of the remainder of the Agreement, and payment for all past invoices and billable work. ETSZONE will invoice and charge immediately upon disconnection for any unbilled amounts and any fees that are overdue.

Monthly services are delivered for a 36-month agreement term, renewable automatically on an annual basis thereafter (unless otherwise stated in the Agreement). At the conclusion of the agreement period, if either Party wishes to terminate the service, that Party must provide written notification of at least 30 days to the other Party. Failure to make payment does not terminate the Agreement. ETSZONE reserves the right to terminate the Agreement for breach and to suspend Services, or any portion thereof, for non-payment. If the Customer's account is suspended for non-payment, monthly charges will continue to accrue through the end of the agreement period.

8. NOTICES

The Customer's routine communications regarding Services, including any notice of non-renewal, should be sent to the ETSZONE Account Team. If the Customer wants to give notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, The Customer should send it by electronic mail and first class United States mail to:

ETSZONE

Managed Services Account Team

25214 Grogans Park Drive

The Woodlands, TX 77380

info@etszone.com

ETSZONE's routine communications regarding the Services and legal notices will be sent to the individual(s) the Customer designates as its contact(s) on its account either by electronic mail, USPS mail, or an overnight courier. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

9. APPLICABLE TAXES

If ETSZONE is required by law to collect taxes on the provision of Services, The Customer must pay ETSZONE the amount of the tax that is due or provide ETSZONE with satisfactory evidence of the Customer's exemption from the tax. The Customer must provide ETSZONE with accurate and factual information to determine if any tax is due with respect to the provision of the Services.

10. CHANGES TO THE ACCEPTABLE USE POLICY

ETSZONE may change the Agreements to add to or modify the use of the Services, provided that the changes are reasonable and consistent with industry norms. If ETSZONE makes a change to the Agreement, ETSZONE will provide the Customer with notification of the proposed changes prior to the changes taking effect. The revised acceptable use will become effective immediately upon Customer's notification and consent.

11. SUSPENSION OF SERVICES

ETSZONE may suspend Services without liability if:

- (i) ETSZONE reasonably believes that the Services are being used in violation of the Agreement;
- (ii) The Customer does not cooperate with ETSZONE's reasonable investigation of any suspected violation of the Agreement;
- (iii) There is an attack on the Customer's System or the System is accessed or manipulated by a third-party without the Customer's consent;
- (iv) ETSZONE is required by law to suspend the Customer's Services; or
- (v) There is another event for which ETSZONE reasonably believes that the suspension of Services is necessary to protect the ETSZONE network or ETSZONE's other customers. ETSZONE will provide the Customer with advance notice of a suspension under this paragraph of at least twelve (12) Business Hours unless ETSZONE determines in a reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect ETSZONE or its other customers from imminent and significant operational or security risk.

12. TERMINATION FOR BREACH

A. Termination by the Customer

Customer may terminate the Agreement for breach if:

- (i) ETSZONE materially fails to provide the Services as agreed and does not remedy that failure within ten (10) days of the Customer's written notice describing the failure;
- (ii) ETSZONE materially fails to meet any other obligation stated in the Agreement and does not remedy that failure within thirty (30) days of the Customer's written notice describing the failure.
- (iii) Customer may terminate specified Service(s) after the acceptance of an Agreement upon 30-days' written notice to ETSZONE. If Customer does so or if Service is terminated by ETSZONE, the Customer shall pay ETSZONE a termination charge equal to the sum of:
 - All unpaid amounts for Service actually provided; and
 - 60% of the balance of the Agreement.

Customer acknowledges that the charges in this Section are a genuine estimate of ETSZONE's actual damages and are not a penalty.

B. Termination by ETSZONE

ETSZONE may terminate the Agreement for breach if:

- (i) ETSZONE discovers that the information the Customer provided for the purpose of establishing the Services is materially inaccurate or incomplete;
- (ii) The individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the Customer;
- (iii) The Customer's payment of any invoiced amount is overdue and the Customer does not pay the overdue amount within fourteen (14) Business Days of ETSZONE's written notice;
- (iv) Without notice if the Customer has made payment arrangements via credit card or other third-party, and the third-party refuses to honor ETSZONE's charges;
- (v) The Customer fails to comply with any other provision of the Agreement and does not remedy the failure within thirty (30) days of ETSZONE's notice to the Customer describing the failure.
- (vi) If the Customer violates the Agreement on more than one occasion, even if the Customer cures each violation within a reasonable time.

13. CONFIDENTIAL INFORMATION

Both Parties agree not to use the other's Confidential Information, except in connection with the performance or use of the Services, the exercise of each Party's respective legal rights under the Agreement, or as may be required by law. Each Party agrees not to disclose the other's Confidential Information to any third-party, except as follows:

- (i) Respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in these Agreements;
- (ii) Law enforcement or government agency, if requested, or if either Parties reasonably believes that the other's conduct may violate applicable criminal law;
- (iii) As required by law; or

- (iv) In response to a subpoena or other compulsory legal process, provided that each Party agrees to give the other written notice of at least seven (7) days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven (7) days advance notice is not reasonably feasible), unless the law forbids such notice.

14. LIMITATION ON DAMAGES

A. Limits on Liability

ETSZONE is not liable to the Customer for failing to provide Services. Termination of the Agreement or renegotiation of the Agreement is the the Customer's sole and exclusive remedy for ETSZONE's failure to meet terms of the Agreement.

B. Limits on Direct, Indirect, Incidental, and Consequential Losses

Neither ETSZONE; its employees, agents, affiliates or suppliers, nor the Customer is liable to the other for any lost profits or other indirect, special, incidental, or consequential loss or damages of any kind, or for any loss that could have been avoided by the damaged Party's use of reasonable diligence, even if the Party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either of Parties be liable to the other for any punitive damages.

C. Limits on Data Loss

ETSZONE is not liable to the Customer for lost data, unless the Customer purchases data backup services from ETSZONE and ETSZONE fails to provide the backup services as agreed. If the Customer purchases backup services, the Customer releases ETSZONE from liability for loss of data, to the extent that the data has changed since the last time backups were required per the Agreement.

D. Monetary Liability

Notwithstanding anything in the Agreement to the contrary, except for liability based on willful misconduct, fraudulent misrepresentation, and liability for death or personal injury resulting from ETSZONE's negligence, the maximum aggregate monetary liability of ETSZONE; its employees, agents, suppliers, or affiliates in connection with the Services, the Agreement, and any act or omission related to the Services or Agreement, under any theory of law (including breach of contract, tort, strict liability, violation of law, and infringement) shall not exceed 3 months' payment.

15. INDEMNIFICATION AND WAIVER OF CLAIMS

A. Indemnification

If ETSZONE; its affiliates, respective employees, agents, or suppliers (the "Indemnities") is faced with a legal claim by a third-party arising out of the Customer's actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, violation of the Agreement, violation of the Customer's agreement with the Customer's customers or end users, then the Customer will pay the cost of defending the claim, including reasonable attorneys' fees, and any damages awarded, fines, or other amount that is imposed on the Indemnities as a result of the claim. The Customer's obligations under this subsection include claims arising out of the acts or omissions of the Customer's employees or agents, any other person to whom the Customer has given access to the Services, and any person who gains access to the Services as a result of the Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by the Customer. The Customer must also pay reasonable attorneys' fees and other expenses ETSZONE incurs in connection with any dispute between persons having a conflicting claim to control the Customer's account with ETSZONE, or any claim by the Customer's customer or end user arising from an actual or alleged breach of obligations to them.

B. Claims

ETSZONE will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to the Customer. The Customer must comply with ETSZONE's reasonable requests for assistance and cooperation in the defense of the claim. ETSZONE may not settle the claim without the Customer's consent, although such consent may not be unreasonably withheld. The Customer must pay expenses due under this section as ETSZONE incurs them.

C. Content

The Customer is liable for damages that may arise as a result of the transmission of data to any person, whether or not the transmission is authorized by the Customer, using ETSZONE services or devices. The Customer promises that the Customer and anyone who uses ETSZONE services and all the Customer's and their content comply at all times with all applicable laws, regulations, and written and electronic instructions for using ETSZONE Service and the device.

D. Account Information

The Customer is liable for any and all damages that may arise from the Customer's failure to provide true, accurate, current, and complete information; and to maintain and promptly update such information. If the Customer provides any information that is untrue, or if ETSZONE has reasonable grounds to suspect any information is untrue, inaccurate, misleading, not current or complete, ETSZONE may suspend, terminate, or refuse any and all current and future use of ETSZONE services, or any portion thereof.

E. Governing Law and Lawsuits

The Agreement is governed by the laws of the State of Texas, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in Montgomery County, Texas, and each Party agrees not to bring an action in any other venue. The Customer waives all objections to this venue and agrees not to dispute personal jurisdiction or venue in these courts. The Customer agrees not to bring or participate in any class action lawsuit against ETSZONE or any of its employees or affiliates. Each Party agrees that each will not bring a claim under the Agreement more than two-years after the time that the claim accrued. If this Agreement is a transaction in interstate commerce, the Federal Arbitration Act ("FAA"), and not state arbitration law, shall govern the interpretation and enforcement of the arbitration provision.

F. No Waiver of Rights

Failure by ETSZONE to exercise or enforce any right or provision of this Agreement will not constitute a waiver of the right or provision. ETSZONE reserves all of its rights at law and equity to proceed against anyone who uses its services or devices in violation of this Agreement. All determinations by ETSZONE under these this Agreement or the terms of the sales Agreement and exercise of its rights are made and done in the sole and absolute discretion of ETSZONE.

G. Survival

The provisions of this agreement that by their sense and context are intended to survive the termination or expiration of this agreement shall survive.

H. No Third-Party Beneficiaries

Parties which are not a party to this Agreement do not have any remedy, claim, liability, reimbursement, or cause of action. This agreement does not create any third-party beneficiary rights.

I. Legal Age

The Customer promises to be of legal age to enter into this Agreement and the Customer has read and fully understands the terms and conditions of this Agreement.

J. Integrated Clause

This Agreement, including any future modifications to its terms constitutes the entire Agreement between the Customer and ETSZONE. This Agreement governs the Customer's use of ETSZONE Services, and the use of ETSZONE Services by the Customer's guests, employees, and other agents acting in cooperation with the Customer. This Agreement supersedes any prior agreements between the Customer and ETSZONE. This Agreement also supersedes all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

K. Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this agreement will remain valid and enforceable. This invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

16. PUBLICITY

The Customer agrees that ETSZONE may publicly disclose that ETSZONE is providing Services to the Customer and ETSZONE may use the Customer's name and logo to identify the Customer as ETSZONE's customer in promotional materials. ETSZONE will not use the Customer's name or logo in a manner that suggests an endorsement or affiliation without express permission.

17. WHO MAY USE THE SERVICE

The Customer may permit its subsidiaries and affiliated companies to use the Services. ETSZONE will provide support only to the Customer, not to the Customer's customers, subsidiaries, or affiliates who are not listed in the Agreement. There are no third-party beneficiaries to the Agreement, meaning that the Customer's customers, subsidiaries, affiliates and other third-parties do not have any rights against either Party under this Agreement.

18. NO HIGH RISK USE

The Customer may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, the Customer may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

19. SERVICES MANAGEMENT AGENT

The Customer agrees not to interfere with any services management software or hardware Agent(s) that ETSZONE installs on the Customer's System. ETSZONE agrees that its Agents will use only a minimal amount of computing resources, and will not interfere with The Customer's use of the System. ETSZONE will use the agents to track System information, so that it can more efficiently manage various service issues, such as patching exceptions, outages, and product life cycles. ETSZONE may also use the Agents to identify security vulnerabilities. ETSZONE will not use the Agents to view or capture the Customer's

content or data. The Customer's Services will become "unsupported" if the Customer disables or interferes with ETSZONE's services management Agent(s).

20. OWNERSHIP OF PROPERTY

A. Intellectual Property

ETSZONE and the Customer retain all rights, titles and interests in and to our respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by ETSZONE during the performance of Services shall belong to ETSZONE, unless both Parties have agreed in advance, in writing, that the Customer shall have an interest in the intellectual property.

B. Ownership of Other Property

ETSZONE does not acquire any ownership interest in, or right to, the information the Customer transmits to or from or information stored on the Customer's System or other devices and media.

C. Intellectual Property Infringement

If ETSZONE or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third-party, and ETSZONE is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then ETSZONE may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on the account of such termination, except to refund amounts paid for Services not used as of the time of termination.

21. FORCE MAJEURE

Neither ETSZONE nor the Customer will be in violation of the Agreement if the failure to perform an obligation is due to an event beyond the control of the Parties, such as failure of a part of the power grid, failure of the broadband connection, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

22. SOFTWARE AGREEMENT

The Customer may not copy any Software ETSZONE provides for the Customer's use, unless expressly permitted by the Agreement. The Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary rights or notices that appear on any Software ETSZONE provides for the Customer's use. Unless permitted by the terms of an open source software license, the Customer may not reverse engineer, decompile, or disassemble any Software ETSZONE provides for the Customer's use, except when expressly permitted by law. If the Customer uses any non-ETSZONE provided Software on the Customer's System, the Customer represents and warrants that the Customer has the legal right to use the Software in that manner. On ETSZONE's request, the Customer will certify in writing that the Customer is in compliance with the requirements of this paragraph and any other Software license restrictions that are part of the Agreement. It is the Customer's responsibility to update licensing agreements prior to expiration. The Customer is responsible for all costs associated with licensing. ETSZONE reserves the right to refuse service that is deemed to have resulted from the use of unlicensed Hardware or Software. ETSZONE will not support Software and equipment that is illegally obtained or utilized and reserves the right to terminate the Agreement for this offense.

A. Supported Software Applications

ETSZONE, via its Help Desk service, will provide Software support for the following:

- Microsoft Windows operating systems – Professional and Enterprise versions
- Microsoft Windows Server Editions
- Microsoft Office – Home & Business and Professional editions (Word, Excel, PowerPoint, Access, Outlook)
- Internet Explorer, Mozilla Firefox, Google Chrome
- Adobe Reader, Java, Flash
- Symantec Endpoint Protection

Other Software applications may be supported, if agreed upon in the Customer's Service Agreement.

ETSZONE will provide Basic Support for web-based applications and other Software. This support is limited to installation, internet/printer connectivity, and troubleshooting of the workstation(s) and/or server(s), in order to rule out an issue with the System.

ETSZONE may, at its own discretion, provide assistance beyond what has been mentioned above. This additional assistance should not be seen as part of the Agreement, but rather as a one-time addition to the Agreement. This additional support will be performed on a case-by-case basis and is left at the discretion of ETSZONE to perform. Any services that ETSZONE is not contractually obligated to provide, but that ETSZONE may perform for the Customer by request with or without any additional charge, are provided on an AS IS basis.

Extended support for Software covered under limited or Basic Support may be considered by ETSZONE for an hourly fee or increases to the Customer's monthly support fee. ETSZONE will cooperate with third-party or Software providers' support. ETSZONE may support Software that is no longer supported by its manufacturer, if contractually agreed upon. ETSZONE will not support Software that is designed to be used on Hardware, other than that which is currently in use.

B. Anti-Virus Software

ETSZONE requires that all computers supported in the Agreement for IT Systems Management Service have commercial grade anti-virus Software installed and active. These programs must be capable of updating automatically with current virus definitions, as well as, have the ability to notify users of an infection. Attempts to circumvent anti-virus Software operation in any way may void the IT Systems Management Service Agreement, lead to increases in monthly fees, or accrual of one-time fees. If a workstation becomes infected with a virus or malware, ETSZONE will attempt restore the computer to its pre-infected state. This may require re-formatting. The customer is responsible for keeping a backup of all files (if Backup services are not purchased as part of the SMS Agreement) and the Software (with license keys) required. ETSZONE will attempt to recover files, but does not guarantee that they will be recovered. Personalized settings will not be restored. If requested, personalization of the machine will incur an additional charge.

Hourly charges of \$125.00 per hour will be incurred by the Customer, if ETSZONE detects any of the following during inspection of infected computer:

- Evidence that computer was used to obtain or utilize Software illegally
- Evidence that computer was used to view pornography
- Evidence that computer was used to obtain copyrighted material illegally
- Evidence that computer was used in a non-businesslike manner

- Evidence that current anti-virus protection was not active, not receiving updates, or disabled on the computer
- Evidence that ETSZONE's security measures were circumvented

C. Software Updates

ETSZONE requires that all computers under Agreement have the ability to receive Software updates on a daily basis. These updates must be allowed to automatically install consistently. Failure to cooperate with the update process may avoid the SMS Agreement or lead to increases in monthly fees or accrual of hourly charges. Users are responsible to reboot their computers, if the update requires, as well as, reporting to ETSZONE any failures of this process.

The Customer may not copy any Software ETSZONE provides for the Customer's use unless expressly permitted by the Agreement. The Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that may appear on any Software ETSZONE provides for the Customer's use. Unless permitted by the terms of an open source Software license, the Customer may not reverse engineer, decompile, or disassemble any Software ETSZONE provides for the Customer's use, except that the Customer is expressly permitted by law. If the Customer uses any Software not provided by ETSZONE on the Customer's System, the Customer represents and warrants to ETSZONE that the Customer has the legal right to use the Software. Upon ETSZONE's request, the Customer must certify, in writing, and provide evidence, that the Customer is in compliance with the requirements of this paragraph and any other Software license restrictions that are part of the Agreement.

D. Customer Provided Licenses

If ETSZONE has agreed to install, patch, or otherwise manage Software in reliance on the Customer's license with a Software vendor (rather than ETSZONE's license with the Software vendor), then the Customer warrants that the Customer has a written license agreement with the vendor that permits ETSZONE to perform these activities. The Customer agrees to provide ETSZONE with evidence of licensing prior to the scheduled deployment date, and from time-to-time as necessary to update the status of the license. If the Customer fails to provide the required evidence of licensing ETSZONE may either

- (i) Delay the deployment date for the System that was to include such Software;
- (ii) Deploy the System in reliance on ETSZONE's licensing agreement with the vendor, and charge the Customer ETSZONE's standard fee for the use of the Software until such time as the required evidence is provided; or
- (iii) Suspend or terminate the Agreement.

The Customer's licensed Software may not be compatible with ETSZONE's standard process for deploying and repairing Systems. In order to install the Software, ETSZONE may require the Customer to send the physical or electronic media provided to the Customer by the vendor, both for deployment and again in the event of a System failure. The Customer agrees that ETSZONE will not be in breach of any Service Level Guaranty or other obligation under this Agreement, which resulted from a delay in ETSZONE's ability to use the Customer's licensed software.

E. Recommendations

ETSZONE personnel may recommend third-party Software or other products and services for the Customer's consideration. ETSZONE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER

REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM ETSZONE. The Customer's use of any such products and services is governed by the terms of the Customer's agreement with the provider of those products and services.

23. HARDWARE AGREEMENT

ETSZONE may refuse to service Hardware that violates or does not meet the requirements presented in this Agreement. In addition, the Customer's Services may be suspended or terminated for violation of this or any other Agreements presented. Inquiries regarding this policy should be directed to info@etszone.com.

Support for the following hardware is limited to troubleshooting the workstation(s), server(s), and network connectivity (unless otherwise stated in the Agreement):

- a. Printers, copiers, scanners, fax machines;
- b. Credit card processing machines;
- c. CCTV or other surveillance equipment;
- d. Barcode scanners;
- e. Any other Hardware not specifically covered in the Service Agreement.

ETSZONE may, at its own discretion, provide assistance beyond what has been mentioned above for an additional hourly fee or increases to the Customer's monthly support fee.

A. ETSZONE Provided Hardware

ETSZONE disclaims any and all warranties not expressly stated in the Agreement, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Customer is solely responsible for the suitability of the Hardware chosen. Certain Hardware provided by ETSZONE may be covered under a manufacturer's warranty. Other Hardware provided by ETSZONE may be provisioned to the Customer on an AS IS basis.

B. Customer Provided Hardware

As part of the IT Systems Management Service (SMS) package, ETSZONE will provide support for the Customer's computer(s) and network Hardware, detailed in the signed Service Agreement. It is at ETSZONE's discretion to determine whether Hardware will be supported under the Agreement. ETSZONE may terminate the Agreement for violation of this or other terms. Once Hardware is approved by ETSZONE for SMS support, Hardware will continue to be supported unless any of the following occur:

- Manufacturer support for the product ceases, at which point Hardware will need to be replaced with ETSZONE-approved and manufacturer-supported Hardware. Customers may petition ETSZONE to support hardware that is no longer supported by the manufacturer. Whether or not the petition is approved, is at the discretion of ETSZONE and may result in an increase in monthly fees.
- Hardware does not meet minimum System requirements for specific Software.
- Hardware becomes unstable and/or unfit for business use.
- Hardware cannot support features desired by Customer.
- Hardware cannot perform desired functions in an acceptable or timely manner.
- Hardware becomes too costly to support at current monthly price.

- Agreement expires or Customer fails to pay monthly fees in a timely fashion.
- The Customer replaces existing Hardware and the replacement Hardware has not been approved by ETSZONE.

In addition to the requirements mentioned above, ETSZONE is unable to support any Hardware or Software developed, produced, or last revised prior to January 1, 2000, unless agreed upon by ETSZONE. If the Customer finds it necessary to replace Hardware currently under Agreement, ETSZONE must approve the Hardware and Software prior to the device being added to the Agreement for support. The Customer may choose to have ETSZONE install the new Hardware. If the Customer decides to install the Hardware themselves, ETSZONE must certify the Hardware following installation before the Hardware can be supported.

C. Printers

ETSZONE provides Basic Support for network and/or local printers which are identified in the Agreement. Basic Support is limited to driver installation and connection to the computer and/or network (ruling out an issue with the workstation and/or network). The Customer is responsible for the physical connection of the printer(s). Physical connection is defined as power/cabling. Work performed beyond Basic Support will be at ETSZONE's discretion and may incur additional fees.

D. Laptops and Other Portable Computing Devices

ETSZONE provides limited Hardware support for laptops and other portable devices. This support may include hard drive replacement, memory upgrades, and battery replacement, when the work is not intrusive to the laptop/devices. Any Hardware activity incurs the risk of damage to both data and equipment. ETSZONE will be held harmless for any damage or loss of data or functionality of the equipment that may occur during or after assistance. Laptop Hardware repair or replacement may be performed at ETSZONE's discretion and may incur additional fees.

24. EMAIL AGREEMENT

ETSZONE may block email that violates this Agreement. In addition, the Customer's Services may be suspended or terminated for violation of this Agreement. Inquiries regarding this policy should be directed to info@etszone.com.

A. Bulk Email

The Customer may not use ETSZONE Email Services to send Bulk Email. Attempts to circumvent this restriction by breaking up Bulk Email over time, using multiple accounts, or other means will be a violation of this restriction. The Customer may not use a third-party, other than an authorized ETSZONE provider, to send Bulk Email that references an ETSZONE Email Service email address or that has an ETSZONE Email Service return email address. The Customer may not intentionally use ETSZONE Email Service for the purpose of receiving Bulk Email from others. For example, the Customer may not submit any ETSZONE Email Service email address to a "Safelist" or "Free for All" (FFA) list. Email messages sent to other users within the Customer's domain names hosted on the ETSZONE system are not Bulk Email.

B. Unsolicited Email

The Customer may not send unsolicited email. Email is unsolicited if the Customer has no pre-existing relationship with the recipient - unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email.

C. Message Source

The Customer may not obscure the source of an outbound email in any manner, including intentionally omitting, forging, or misrepresenting messages headers or return addresses.

D. Offensive Content

The Customer may not use ETSZONE Email Services to distribute content or links to content that ETSZONE believes:

- is excessively violent, incites violence, threatens violence, contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a party's privacy;
- constitutes, depicts, fosters, promotes, or relates in any manner to pornography, bestiality, or nonconsensual sex acts;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another party;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under law;
- is otherwise malicious or fraudulent, or may result in retaliation against ETSZONE by offended recipients; or
- is intended to harass or threaten.

The Customer may not send email of any kind to a person who has indicated that they do not wish to receive it.

E. Security

The Customer may not probe, scan, or test ETSZONE or a third-party's systems for vulnerabilities. The Customer may not violate or attempt to violate ETSZONE's security measures. Examples of security violations are:

- (i) Attempting to access data not intended for the Customer's use;
- (ii) Attempting to log into an account that the Customer is not authorized to access;
- (iii) Attempting to obtain services for which the Customer has not paid, including ETSZONE Services;
- (iv) Attempting to discover another person's authentication information; and
- (v) Interfering with another user's use of the Services.

The Customer must use reasonable security precautions in connection with the Customer's use of ETSZONE Services, such as workstation anti-virus software and firewall. If the Customer's Service is exploited by a third-party, ETSZONE may suspend Services until the vulnerability is addressed. For

example, ETSZONE may suspend the Customer's Email Services if the Customer is distributing a virus, even if the Customer is unaware that of the distribution.

F. System Abuse

The Customer may not use ETSZONE Email Services in a way that creates technical disturbances for other ETSZONE customers or for ETSZONE systems, in general. In addition:

- No shared e-mail boxes - Each email box may be used by one individual at a time. Attempts to log into a single email box simultaneously from more than one computer are prohibited. The Customer may not use automated tools such as "Fetchmail" or "Microsoft Exchange Connector" to virtualize one email box into multiple email boxes.
- Automated use – Email boxes are not intended for automated use, such as sending emails from web servers or receiving emails by automated programs. However, such use is permitted provided the Customer does not violate this Email Agreement. ETSZONE does not provide technical support for this type of use. Complaints from email recipients and third-party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein, unless the Customer provides compelling evidence to the contrary.

ETSZONE has the right to terminate the Email Service, if ETSZONE receives excessive or repeated complaints from the Customer's email recipients, regardless of whether the Customer is in breach of this Agreement or otherwise at fault. ETSZONE may terminate the Email Service if the Customer's email address or related IP address(s) is/are blacklisted by any third-party.

Third-party email marketing – The Customer may not use ETSZONE Email Service to send Bulk Email (defined above), except via an email marketing service, of which ETSZONE has approved in advance. The Customer must comply with the CAN-SPAM Act of 2003, 15 U.S.C.A. § 7701, and other laws and regulations applicable to bulk and commercial email. In addition, the Customer must meet all of the following requirements:

- The email may be sent only to individuals who have affirmatively indicated they wish to receive it;
- The Customer's procedures for seeking consent include reasonable means to ensure that the person giving consent is the owner of the email address for which consent is given;
- The Customer has procedures in place that allow a recipient to revoke their consent — such as a link in the body of the email or instructions to reply with the word "Remove" in the subject line;
- The Customer honors revocations of consent within 48 hours and notifies recipients to that effect;
- The Customer has procedures in place to prevent the Customer from adding to a list a recipient who has previously revoked their consent;
- The Customer must post an email address for complaints (such as abuse@Yourdomain.com) in a conspicuous place on any website associated with the email. The Customer must register that address at abuse.net and promptly respond to messages sent to that address;
- The Customer must have a Privacy Policy posted for each domain associated with the emailing;
- The subject line of the email must clearly describe the subject matter contained in the email and the message must include valid contact information, including the Customer's physical address;

- The Customer must not attempt to send any message to an email address if three consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than 15 days.

These requirements apply to distribution lists created by third-parties to the same extent as if the list were created by the Customer. The Customer may not use a third-party email service that does not practice similar procedures for all of its customers.

ETSZONE may test and otherwise modify this Email Agreement.

G. Filtering

ETSZONE provides certain services designed to filter unwanted email, such as spam, phishing scams, and emails infected with viruses. The Customer acknowledges that the technological limitations of the filtering service will likely result in the capture of some legitimate email and the failure to capture some unwanted email, including emails possibly infected with viruses.

H. Delivery Failures

ETSZONE will use reasonable efforts to deliver the Customer's email messages. Third-party filtering services utilized may prevent successful delivery of the Customer's messages. The Customer hereby releases ETSZONE; its employees, agents, suppliers, and affiliates from any liability or damages arising from the failure of ETSZONE's filtering services to capture unwanted email or from a failure of the Customer's email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.

I. Size Limitations

Email that exceeds the storage limit when received may be permanently lost. An individual email message that exceeds the per-message size limit may also be permanently lost. As of March 2010, the per message size limit is 50MB and total email box size may not exceed 25 gigabytes. Actual email box sizes may be smaller, as defined by the per user quota.

25. DATA BACKUP SERVICES

In addition, Services may be suspended or terminated for violation of this Agreement. Inquiries regarding this policy should be directed to info@etszone.com.

A. General Provisions

By utilizing ETSZONE Backup Services, the Customer permits ETSZONE and its service providers to copy and store data that is covered by the Agreement for ETSZONE Backup Services. The Customer is solely responsible for the Customer's conduct and data related to ETSZONE Backup Services.

B. Indemnification

The Customer agrees to indemnify, defend, and hold harmless ETSZONE and its service providers from any and all loss, cost, liability, and expense arising from, or related to, the Customer's data and/or use of the ETSZONE Backup Services, or the Customer's violation of these terms.

C. Collection of Data

ETSZONE Backup Service is made available to the Customer and/or the Customer's company for commercial use. Such use must be in compliance with all applicable laws, rules, and regulations and must not infringe or violate third-party rights. ETSZONE may collect certain non-personally identifiable information that resides on the Customer's computers; including statistics relating to how often backups are started and completed, performance metrics relating to the Software, and configuration settings.

This information collected will be sent to ETSZONE and may be used by ETSZONE without restriction. ETSZONE will not sell or market the email addresses or other collected personal information of Customers to third-parties. ETSZONE will not view the files that the Customer backs-up using the Service. ETSZONE may view the Customer's file System information (file extensions, sizes, etc.), but not the Customer's file contents.

26. Limitations On Liability

UNDER NO CIRCUMSTANCES SHALL ETSZONE; ITS PROVIDERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF ETSZONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF ETSZONE; ITS PROVIDERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY THE CUSTOMER TO ETSZONE FOR THE SOFTWARE OR SERVICES. IF THE SOFTWARE AND SERVICES ARE PROVIDED WITHOUT CHARGE, THEN ETSZONE AND ITS PROVIDERS SHALL HAVE NO LIABILITY TO THE CUSTOMER WHATSOEVER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE OR SERVICE, FROM INABILITY TO USE THE SOFTWARE OR SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE OR SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD-PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR DIRECT DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THE SOFTWARE AND SERVICE ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE, OR MASS DESTRUCTION, AND LICENSEE AGREES THAT LICENSOR WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE SOFTWARE.

27. CHANGES TO THESE TERMS

ETSZONE may change the terms and conditions of this Agreement from time-to-time. By accepting ETSZONE services, the Customer agrees that ETSZONE may provide to the Customer by way of electronic communications required notices, agreements, and other information concerning ETSZONE, including changes to this Agreement. ETSZONE may give The Customer notice of a change by posting the change on the home page of www.etszone.com, the Customer's monthly invoice, in a newsletter, by e-mail, on the relevant Web page of the applicable Service, or by other non-verbal communication. Such notices will be considered given and effective on the date posted. These changes will become binding on the Customer on the date they are posted and ETSZONE is not required to give the Customer further notice in order for the Customer to continue using ETSZONE services. By continuing to use the service after revisions are in effect, the Customer accepts and agrees to all revisions. If the Customer does not agree to the changes, the Customer must terminate ETSZONE services by writing immediately.

Termination and recovery fees will not be applicable to termination of Service due to increases in Service plan prices or other material changes, if the Customer's account is in good standing and the Customer notifies ETSZONE in writing of intent to terminate Services within 30 days after posted notice of the change.

Increases in government taxes and surcharges or discretionary billable add-ons and features will not be subject to waivers of termination and recovery fees. When posted, this Agreement supersedes all previously agreed to electronic and written terms of service, including, any terms included with the packaging of the Customer's device. It also supersedes any written terms provided to retail customers with retail distribution, including any written terms in the packaging of the Customer's device. If the Customer wishes to withdraw consent to receive notices electronically, the Customer must discontinue use of ETSZONE Services. Continued use of ETSZONE Services by the Customer will be considered an acceptance of this Agreement.

Revised: February 19, 2013