

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

By accepting delivery of the services described in the Statement of Work or other iTeam provided documentation, end user customer agrees to be bound by and accepts these terms and conditions of sale and service delivery.

Professional Services Performance Guarantee

For fixed price items, if the quoted objective is not delivered, and all of the pre-conditions of fulfillment (as agreed to by customer in the iTeam Pre-Installation Questionnaire) have been met, there will be no charge to the customer. In the event the pre-conditions of fulfillment have not been met, the iTeam engineer will make a good faith effort to complete the objective while staying within the price constraints of the originally purchased service(s); should this not be possible, additional services may be purchased as necessary to complete the installation objective.

For items estimated and priced on a "per hour (or partial hour)" basis, if the quoted objective is not delivered, there will be no charge to the end user customer. The estimates provided represent a reasonable amount of time to complete each work order item based on years of cumulative engineering experience doing similar projects. However, there will be occasions when the time to complete an item will exceed the estimate due to unanticipated work complications. In this situation, the client will be given a choice of ceasing work on that item, or proceeding to a mutually agreed upon milestone or resolution.

Scheduling

Standard service hours are Monday-Friday, 9:00 a.m. - 5:00 p.m. local time. Onsite work may be scheduled as soon as 2 business days from customer approval of Pre-Installation Questionnaire or Statement of Work or equivalent. Rapid response or service outside of normal business hours may be requested subject to additional charges (up to 25% of the total service work order value); availability of resources and additional charges will be determined in consultation with iTeam Service Advisor. Once schedule has been committed, changes may be requested up to 2 business days in advance of original schedule without penalty; changes within 2 business days of scheduled onsite delivery will incur \$129 change fee. Any change requests for a new delivery date that are within 2 business of the time of request may be subject to additional expedite fees (up to 25% of the total service work order value).

When the iTeam field engineer arrives on-site, according to your pre-arranged schedule, the named purchaser of the service must be present and must remain present during the entire time period services are provided. The named purchaser may assign a designee (18-years of age or older) to represent them during the service visit, and must notify their iTeam Service Advisor whom the designee will be. Access to all required equipment, passwords, equipment closets, and software necessary to complete the purchased service must be made available by the purchaser or designee at or before the start of the scheduled service visit. If work cannot be completed because any of these aforementioned conditions are not met, the customer will be charged a minimum \$129 travel fee plus engineering time spent (charged at \$125 per hour); the Professional Services Performance Guarantee does not apply in this situation. If work cannot be completed for these or any other circumstance, an attempt will be made by the iTeam Service Advisor to immediately remedy the situation in collaboration with the field engineer and the Customer; should the remediation extend to 1 hour without resolution, the work will be rescheduled and the Customer will be a charged a minimum \$129 travel fee.

Cancellation of Service

Changes to or cancellation of service received from a customer via phone or email to iTeam's Service Advisor must be received at least one business day prior to a scheduled service delivery call. If notice is not received within one business day by iTeam's Service Advisor from the Customer, iTeam will charge the customer a minimum \$129 cancellation fee.

Pricing, Errors, and Omissions Disclaimer

We reserve the right to adjust the price of our service based on market conditions. We make every effort to ensure the accuracy of the information published in our catalogs and web site, and other iTeam documentation. However, this information may contain technical inaccuracies or typographical errors. We make no representations about the suitability of the information and graphics presented. All such documents and graphics are provided "as is" without warranty of any kind.

Limitation of Liability

iTeam will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Customer agrees that for any liability related to the purchase of services and related products provided directly by iTeam, iTeam is not liable or responsible for any amount of damages above the dollar amount paid by customer for the service(s) giving rise to the claim. iTeam will not be responsible for any delays in delivery which result from any circumstances beyond their control.