

## General Terms and Conditions

### 1. Parties, Applicability, and Terms

- 1.1 (“Client” “Customer” or “you”) is any individual, entity, organization, business, or agency receiving services or solutions from 1 Up Tech, LLC (“Provider” “us” or “we”), each a “party” and together the “parties”.
- 1.2 These General Terms and Conditions (GTC) are applicable to all clients unless superseded in writing and signed by both parties.
- 1.3 The terms of this GTC may change without notice.

### 2. Customer Information

- 2.1 Client is responsible for keeping up to date and accurate account information on file with us. Client contact information is used to communicate with appropriate personnel for support requests, approvals, change management, and other administrative activities.
- 2.2 To update account information an email must be sent to ar@1uptech.net by a decision maker. If the decision maker on record is no longer employed by the client, an owner or higher-level executive must authorize changes to account and contact information.
- 2.3 Contact types determine which personnel the client permits to make specific requests.
  - 2.3.1 Decision Maker - Authorized to make decisions that may impact service delivery, solutions, performance, reliability, workflow, procedures, infrastructure, services, support, privacy, and security. Decision Makers may also initiate new projects impacting the entire organization or multiple departments.
  - 2.3.2 Approver - Authorized to approve billable support requests, purchases, and request replacement equipment.
  - 2.3.3 Super User - Client personnel trained and assigned access right to manage users and passwords in one or more system. These may include Email, EMR, Windows, Accounting platforms, Websites, Dashboards, etc. These users are team leaders or trusted staff members.
  - 2.3.4 Department Managers - Client personnel responsible for submitting tickets on behalf of the staff within the department. This contact will ensure support requests from staff are legitimate and necessary prior to the request. This adds efficiency and keeps appropriate personnel aware of issues within their department.
  - 2.3.5 Point of Contact - Client personnel who will typically be the first contact when arriving onsite, The PoC is responsible for collecting additional information, conducting visual inspection, or performing hardware reboots when needed. Point of Contact should be able to comfortably navigate a computer and have access to network closets, server rooms, and other areas IT would require access.
  - 2.3.6 Billing - Client personnel responsible for receiving and processing invoices submitted by provider. This contact is typically a member of the Accounts Payable department.
  - 2.3.7 End Users – Client personnel limited to operating computers and information systems. End users can submit their own support requests. However, billable requests require approval from an approver or decision maker.

### 3. Termination and Renewal

- 3.1 This GTC becomes active as of the date the client approves the providers offer for solutions or services and will remain active until all solutions or services are terminated.
- 3.2 As a provider we offer many different services and solutions each with their own requirements for termination and renewal. Please review our Cloud Solutions Terms and Conditions ([CSTC](#)), our Service Terms and Conditions ([STC](#)), and all documents incorporated in your signed agreement(s).
- 3.3 Early termination fees will be assessed when solutions or services are terminated prior to fulfilling the term commitment.
- 3.4 Request for termination is not complete until all client account balances have been settled with provider including but not limited to current and outstanding service charges, solution charges, late fees, finance charges, and early termination fees.
- 3.5 Solutions will automatically renew for the length of time defined in the CSTC.
- 3.6 All client data stored by provider in connection with a service or solution being terminated will be purged on the date of termination.
- 3.7 Client must submit any dispute of charges within 30 days of the invoice date by emailing [ar@1uptech.net](mailto:ar@1uptech.net). All undisputed charges are deemed valid and must be paid within the terms provided.

### 4. Payments, Fees, and Overdue accounts

- 4.1 Payment is due upon receipt of invoice.
- 4.2 Agreement payments are auto drafted on the 5<sup>th</sup> of each month.
- 4.3 Client agrees to use 1 Up Tech's Secure Billing Portal to provide ACH or credit card payment information.
- 4.4 ACH transactions do not incur additional charges. Client will be responsible for credit card transaction fees charged by payment processor at time of payment.
- 4.5 Overdue accounts will be charged 1% per month (12% per annum) or the maximum allowed by law.
- 4.6 Overdue accounts 30 days: Provider will email client notice of their overdue account.
- 4.7 Overdue accounts 45 days: Provider will assess finance charges. Client account will remain in overdue status until all finance charges and outstanding balances have been paid.
- 4.8 Overdue accounts 60 days: Provider will suspend client access to all services, solutions, and support.
  - 4.8.1 Client access will be restored within 48 hours once all outstanding balances, finance charges, and restoration fees are paid.
- 4.9 Overdue accounts 90 days: Without further notice, client will no longer have access to provider solutions or services and client information will be purged from the respective systems. If client is in possession of hardware or software owned by provider, client agrees to arrange a time during normal business hours to return providers property to providers primary place of business within 7 business days.

**5. Charges, Rates, and Price Increases**

- 5.1** All billable requests require authorization from an Approver or Decision Maker.
- 5.2** Billable service requests will be billed based on our Service Terms and Conditions (**STC**).
- 5.3** From time to time it is necessary for provider to issue a price increase. Client will be notified by email of price increase prior to their next billing cycle.

**6. Order Requests and Cancellations**

- 6.1** Order requests, order inquiries, and subscription changes must be emailed to orders@1uptech.net.
- 6.2** Advanced payment is required for products, warranties, and licenses.
- 6.3** Order requests may only be cancelled by the approver or another contact presently on file with provider designated as an approver or decision maker.
- 6.4** Order requests cannot be cancelled once payment is processed by provider.
- 6.5** Expedited Order requests will be approved at the discretion of the provider and may incur additional charges.
- 6.6** Expedited Orders cannot be cancelled.
- 6.7** Due to export regulations, provider does not sale hardware, software, or licenses for export to countries other than U.S, Canada, and Mexico.

**7. Return Policy**

- 7.1** Provider cannot accept returns on licenses, warranties, software, or subscriptions.
- 7.2** Provider cannot accept returns on opened packages.
- 7.3** Provider cannot accept returns on items not eligible for return to the vendor.
- 7.4** A return is complete once the vendor receives the item and verifies its condition is satisfactory.
- 7.5** Client is responsible for all costs associated with the return including but not limited to shipping, handling, packaging, and re-stocking fees.

**8. Refund Policy**

- 8.1** Refunds are not applicable on licenses, warranties, software, subscriptions, or agreements.
- 8.2** Provider will issue refund on an approved return no later than 45 business days following vendor verification.
- 8.3** Refunds will be issued by business check and mailed to your primary place of business unless an alternate mailing address is previously on file with provider, and you request the refund be mailed to the alternate address.

**9. Labor Warranty**

- 9.1** Provider agrees to warrant labor only if the same problem is reported within 48 hours after the service was performed.
- 9.2** Client agrees to work with provider at the time of service to verify completion of the work.
- 9.3** Labor warranty is void if provider determines the issue is due to abuse, misuse, disaster, or client provided facilities, utilities, or equipment.
- 9.4** Labor warranty does not apply to recurring issues once a permanent solution has been proposed by provider.

**10. Product Warranty**

- 10.1** All products sold by provider are accompanied with a manufacturer warranty that will vary based on the product and the manufacturer. We make no guarantees regarding the warranty provided by the manufacturer.
- 10.2** Client must submit all manufacturer warranty claims directly to the manufacturer.
- 10.3** If client requests provider work with manufacturer for support or warranty claims, client will be billed based on our Service Terms and Conditions (**STC**) plus shipping and handling charges.
- 10.4** Product warranty is void if product failure occurs due to abuse, misuse, disaster, or client provided facilities, utilities, or equipment.

**11. Minimum Charges and Travel**

- 11.1** See our Service Terms and Conditions (**STC**) for details including hourly rate, service minimums, and travel minimums.
- 11.2** If travel or lodging is necessary to satisfy the performance of an agreement or project, the provider will choose lodging of average cost within reasonable distance of the client service location and require client approval before scheduling.

**12. Service Level Objective (SLO)**

- 12.1** As a managed service provider, we offer solutions and package options with varying levels of service and support. Please review the documents incorporated in your Solutions Agreement (**SA**) or email [orders@1uptech.net](mailto:orders@1uptech.net) to request more information.

**13. Use of Subcontractors**

- 13.1** To maintain the performance of this agreement it may be necessary at times to subcontract any of the work. If use of subcontractor will incur additional charges, provider will request approval from client before proceeding.
- 13.2** Subcontractors are required to maintain general liability insurance, possess necessary skills for the job, maintain a high level of professionalism, and committed to protecting client information.

**14. Liability**

- 14.1 The provider will work diligently to ensure downtime and/or potential loss of data will be minimal.
- 14.2 If an extended amount of downtime is foreseen the provider will work with client to minimize the impact on day-to-day functions of the business.
- 14.3 Provider assumes no liability for damages, loss of revenue, or loss of data due to equipment or software malfunctions.
- 14.4 Client data acquired during a service request will be retained only for the length of time necessary to complete the requested service.

**15. Non-Compete**

- 15.1 Client agrees not to retain, hire, or recruit any personnel, agent, representative, technician, or subcontractor performing work on behalf of the provider.
- 15.2 Provider agrees not to retain, recruit, or hire any personnel working on behalf of the client.
- 15.3 This clause shall be valid for the duration of this agreement and for a period of one (1) year following the termination or expiration of this Agreement.
- 15.4 Terms of this section may be modified on a per case basis if submitted in writing to the other party and signed by both parties.

**16. Non-Disclosure**

- 16.1 Provider and client may entrust each other, or be inadvertently exposed to, proprietary business-related materials not readily available to the public. This information shall remain confidential and not be shared with any other party without written consent.
- 16.2 The provisions of this section shall survive the termination or expiration of this GTC.

**17. Enforceability of Surviving Parts**

- 17.1 If for any reason any part of this Agreement is held to be invalid and un-enforceable the remaining parts shall remain in full force and effect.

**18. Indemnification**

- 18.1 CLIENT shall indemnify and hold harmless the PROVIDER from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind caused by or arising out of, or contributed to, in whole or in part, omission, professional error, or acts outside the control of the PROVIDER, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement.

**19. Holiday Schedule**

<b>Holiday</b>	<b>Date</b>
New Year's Day	<b>January 1</b> <b>When 1<sup>st</sup> is Sunday, Closed Monday</b>
Martin Luther King, Jr's Birthday	<b>Third Monday in January</b>
Mardi Gras	<b>Tuesday before Ash Wednesday</b>
Good Friday	<b>Friday before Easter</b>
Memorial Day	<b>Last Monday in May</b>
Independence Day	<b>July 4</b>
Labor Day	<b>First Monday in September</b>
Veterans Day	<b>November 11</b>
Thanksgiving Day	<b>Fourth Thursday and Friday in November</b>
Christmas	<b>December 24<sup>th</sup> - 25<sup>th</sup></b> <b>When 25<sup>th</sup> is Sunday, Closed Monday</b>

**20. System Access**

**20.1** Over the course of providing I.T. services it will be necessary for provider to access client computers, servers, networks, backups, archives and/or email. Access will only be used to gather needed information to resolve the issue at hand.

**20.2** By signing this agreement, you acknowledge and authorize provider and its agents access to the systems necessary to satisfy client requests.

**21. Privacy and Security**

Provider employs technology, policies, and staff training to protect corporate and client data. All staff is subject to background and reference checks. All data is protected with user credentials and encryption. Access to client systems and data is performed on an as needed basis only. Our full privacy and security policy is available on our website at <https://1up.tech/web-site-policies/web-site-privacy>.

**22. Data Breach and Incident Reporting**

In the event of a data breach or an incident where unauthorized access to PII has occurred the provider will notify the client PoC or designated security officer within 15 days from the date the incident was validated by the providers incident response team.

**23. Force Majeure**

If performance of this agreement or any obligation under this agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**24. Arbitration**

Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration administered by a qualified arbitrator chosen by the provider.

**25. Governing Law**

This agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Louisiana.