



COMPUTER
CORNER
FULL **SOLUTION** PROVIDER

SERVICE GUIDE
FOR COMPUTER SALES AND SERVICE

Computer Corner, Inc.

Last Updated: June 2023

Service Guide

Computer Sales and Service

This Services Guide contains provisions that define, clarify, and govern the scope of the services described in the quote that has been provided to you (the “Quote”), as well as the policies and procedures that we follow (and to which you agree) when we provide a service to you or facilitate a service for you. If you do not agree with the terms of this Services Guide, you should not sign the Quote and you must contact us for more information.

This Services Guide is our “owner’s manual” that generally describes all managed services provided or facilitated by Computer Corner (“Computer Corner,” “we,” “us,” or “our”); **however, only those services specifically described in the Quote will be facilitated and/or provided to you (collectively, the “Services”).**

This Services Guide is governed under our Master Services Agreement (“MSA”). You may locate our MSA through the link in your Quote, online at www.compcorner.com/legal, or, if you want, we will send you a copy of the MSA by email upon request. Capitalized terms in this Services Guide will have the same meaning as the capitalized terms in the MSA, unless otherwise indicated below.

Activities or items that are not specifically described in the Quote will be out of scope and will not be included unless otherwise agreed to by us in writing.

Please read this Services Guide carefully and keep a copy for your records.

Important Contact Information for Computer Corner, Inc.

Company Phone: (505) 881-2333
Company Fax: (505) 881-1300
Contact Email: corner@compcorner.com
Company Website: www.compcorner.com

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Procurement Services

Equipment and software procured by Computer Corner on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Computer Corner does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested.

Computer Corner is an authorized HP service center but is otherwise not a warranty service or repair center for other manufacturers. For HP products covered under a valid HP warranty, Computer Corner is authorized to perform initial diagnostics and request approval for repairs from HP. For products from other manufacturers, Computer Corner will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that (i) the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Computer Corner will be held harmless, and (ii) Computer Corner is not responsible for the quantity, condition, or timely delivery of the Procured Equipment once the equipment has been tendered to the designated shipping or delivery courier.

Computer Sales and Repair Services

The following Services, if listed in the Quote, will be provided to you on a time and material basis. For services covered by a managed services agreement, please refer to the appropriate Services Guide located at www.compcorner.com/legal.

<i>LEVEL ONE SERVICES</i> <i>DON'T REQUIRE A DIAGNOSTIC, BUT MAY REQUIRE CHECK-IN</i>	
<u>SERVICES</u>	<u>GENERAL DESCRIPTION</u>
Tune-Up Service	<ul style="list-style-type: none"> • Some computers just need a tune-up to perform efficiently. • As part of our Tune-Up service, we: <ul style="list-style-type: none"> ○ Optimize all drives. ○ Perform an OS Stability check. ○ Remove bloatware. ○ Clean up and repair the registry. ○ Clean up and remove temporary files. ○ Identify and remove minor malware infections. ○ Install Windows updates and confirm compatibility. ○ “Light touch” cleaning.
Counter Fix Service	<ul style="list-style-type: none"> • Typically, minor software related tasks that can be completed in less than 30 minutes. • Password resets. • Minor Windows updates. • Install common applications, e.g., Chrome or Adobe Reader.
Part Install – Standard	<ul style="list-style-type: none"> • Upgrading parts can extend the life of your system. • RAM? Hard Drive? Wi-Fi Card? Graphics Card? • We will install the part and configure it for your system. • Sometimes performed as a Counter Fix.
Software Install – Standard	<ul style="list-style-type: none"> • New software? New printer driver? • We will install the software and configure it for your system. • Sometimes performed as a Counter Fix.
New System Gold Service Includes: <ul style="list-style-type: none"> • <i>Tune-Up</i> • <i>Common Apps Installed</i> Options: <ul style="list-style-type: none"> • <i>Anti-Virus Installed</i> • <i>Licensed Software Installed</i> 	<ul style="list-style-type: none"> • For Clients that purchase a new computer system, we have a comprehensive Gold Service for optimizing your system, and installing your favorite applications. • If Client provides a list of commonly used programs, e.g., Chrome, Firefox, Adobe Reader, etc., we can install these programs as part of the Gold service. • A full Tune-Up Service, described above, is performed on the system, including Windows updates and a light touch cleaning. • If Client requests that we install licensed software, the license keys must be provided and additional software install fees may be charged. <p>Please see Virus and Malware Removal & Anti-Virus; Anti-Malware sections below for important details.</p>

LEVEL TWO SERVICES

DON'T REQUIRE A DIAGNOSTIC, BUT WILL REQUIRE CHECK-IN

<u>SERVICES</u>	<u>GENERAL DESCRIPTION</u>
<p>Malware Removal – Advanced</p> <p>Includes:</p> <ul style="list-style-type: none"> • Tune-Up • Anti-Virus Installed 	<ul style="list-style-type: none"> • First, we remove obvious malware infections with our tune-up tools. • Second, severe malware infections require multiple remediation attempts utilizing our industry-leading advanced removal tools. After several remediations, we are typically able to confirm that all known infections have been removed. • We install our recommended premium anti-malware tools on your system to reduce chances of future severe infections. • A full Tune-Up Service, described above, is performed on the system, including Windows updates and a light touch cleaning. <p><i><u>Unfortunately, some infections are too severe to remediate, and we may recommend performing a Windows OS Reload to ensure your computer is disinfected.</u></i> See below.</p> <p>Please see Data Integrity & Data Backup and Virus and Malware Removal & Anti-Virus; Anti-Malware sections below for important details.</p>
<p>Data Transfer or Backup</p> <p>Includes:</p> <ul style="list-style-type: none"> • Source Drive Diagnostic <p>Options:</p> <ul style="list-style-type: none"> • Flash Drive • Hard Drive Upgrade 	<ul style="list-style-type: none"> • For copying personal files, documents, pictures, videos, and music to your new system or SSD, when the source drive is corrupted, infected with malware, or otherwise is unusable. • Afraid you may have lost your files? With our tools, we can identify recoverable files and transfer them to a new or portable drive. • Includes diagnostic of the source drive to determine if the source drive is stable. • If the source drive is failing or damaged, different tools are required to transfer data from the source drive. <p>Please see Data Integrity and Data Backup below for important details.</p>
<p>OS Upgrade</p> <p>Includes:</p> <ul style="list-style-type: none"> • Tune-Up <p>Options:</p> <ul style="list-style-type: none"> • Anti-Virus Installed 	<ul style="list-style-type: none"> • Upgrading your system from Windows 10? • Take advantage of the latest features and security enhancements available in Windows 11. • A full Tune-Up Service, described above, is performed on the system, including Windows updates and a light touch cleaning. • <i>Note: not available for Windows 7 systems.</i> Windows 7 systems can be upgraded, but due to the instability of Windows 7 upgrades, we treat these upgrades as a Level 3 Billable Time project. <p>Please see Data Integrity & Data Backup and Virus and Malware Removal & Anti-Virus; Anti-Malware sections below for important details.</p>
<p>OS Reload</p> <p>Includes:</p> <ul style="list-style-type: none"> • Tune-Up • Data Transfer <p>Options:</p> <ul style="list-style-type: none"> • Anti-Virus Installed • Hard Drive Upgrade 	<ul style="list-style-type: none"> • For computers with significant OS corruption, severe malware infections, or if unauthorized remote access has occurred, we strongly recommend a full Windows OS reload. • In these situations, attempting to repair the OS is similar to playing a losing game of “whack-a-mole,” where the problem is never resolved and “pops up” somewhere else. This is especially true if unauthorized access has occurred because of the likelihood that a “key logger” or “trojan horse malware” has been installed. • Our clients often take this opportunity to upgrade their hard drive to the latest and fastest hard drives to improve speed and boot times. • With an OS Reload, we transfer your data to a removable USB drive and reload a new copy of the Windows OS, if requested.

LEVEL TWO SERVICES

DON'T REQUIRE A DIAGNOSTIC, BUT WILL REQUIRE CHECK-IN

<u>SERVICES</u>	<u>GENERAL DESCRIPTION</u>
	<ul style="list-style-type: none"> • We then move the data back to your computer. • Programs must be re-installed by the client with authentic license keys. If Client requests that we install licensed software, the license keys must be provided software install fees may be charged. • If Client provides a list of commonly used programs, e.g., Chrome, Firefox, Adobe Reader, etc., we can install these programs as part of the OS Reload process. • A full Tune-Up Service, described above, is performed on the system, including Windows updates and a light touch cleaning. <p>Please see Data Integrity & Data Backup and Virus and Malware Removal & Anti-Virus; Anti-Malware sections below for important details.</p>
<p>Drive Clone</p> <p>Includes:</p> <ul style="list-style-type: none"> • <i>Source Drive Diagnostic</i> • <i>Tune-Up</i> <p>Options:</p> <ul style="list-style-type: none"> • <i>Anti-Virus Installed</i> 	<ul style="list-style-type: none"> • For Clients that wish to upgrade to a new hard drive or want to transfer their data and applications from an old computer to a new computer, a Drive Clone is recommended. • Includes applications, favorites, app data, and personal files. • Includes diagnostic of the source drive to determine if the source drive is stable. • Requires a stable source drive that is not failing, not corrupted, and not infected with malware. <p>Please see Data Integrity & Data Backup and Virus and Malware Removal & Anti-Virus; Anti-Malware sections below for important details.</p>
<p>New System Gold Service Plus</p> <p>Includes:</p> <ul style="list-style-type: none"> • <i>Clone</i> • <i>OR Data Transfer</i> • <i>Tune-Up</i> • <i>Common Apps Installed</i> <p>Options:</p> <ul style="list-style-type: none"> • <i>Anti-Virus Installed</i> • <i>Licensed Software Installed</i> 	<ul style="list-style-type: none"> • For Clients that purchase a new computer system, we have a comprehensive Gold Service for transferring your data, optimizing your system, and installing your favorite applications. • Includes diagnostic of the source drive to determine if the source drive is stable. • A Drive Clone requires a stable source drive that is not failing, not corrupted, and not infected with malware. If the source drive is failing, we will backup your data from the source drive to the new computer. • If Client provides a list of commonly used programs, e.g., Chrome, Firefox, Adobe Reader, etc., we can install these programs as part of the Gold service. • A full Tune-Up Service, described above, is performed on the system, including Windows updates and a light touch cleaning. • If Client requests that we install licensed software, the license keys must be provided and additional software install fees may be charged. <p>Please see Data Integrity & Data Backup and Virus and Malware Removal & Anti-Virus; Anti-Malware sections below for important details.</p>
<p>Remote Services and Tech Support</p>	<ul style="list-style-type: none"> • Need remote service to diagnose a problem or to run a tune-up? • For clients without a managed services agreement, remote services are billed in 15-minute increments, with a 1-hour minimum. • Useful for basic training, troubleshooting, minor software installations, and tune-ups.

LEVEL THREE SERVICES
REQUIRE A DIAGNOSTIC AND A CHECK-IN

<u>SERVICES</u>	<u>GENERAL DESCRIPTION</u>
Diagnostic Service	<ul style="list-style-type: none"> • Many of our services can be completed without a full diagnostic. However, advanced, or complex issues or intermittent issues require a thorough diagnostic to determine the recommended services to repair the problem. • Non-refundable.
Expedite Service	<ul style="list-style-type: none"> • After Client approves the recommended services, the computer is put in the 'Approved' queue, pending an opening on a tech bench. The queue is processed on a first-approved, first-served basis. • If Client wants the computer expedited, you can pay for Expedite Service, which moves your computer to the front the queue. As soon as a spot clears on a tech bench, your computer is moved to that spot and work is started immediately. • Any service at Computer Corner can be expedited with an Expedite Fee. • Non-refundable.
In-House Shop Labor	<ul style="list-style-type: none"> • Sometimes our flat-rate pricing is not a good fit for your situation – in these cases, we charge a simple hourly rate. • In-house shop services are billed in 15-minute increments, with a 1-hour minimum.

Additional Policies

Sales Returns

If you want to return or exchange your purchase, please know that the time period begins the day you receive your product(s) and applies to new, clearance, open box, refurbished and pre-owned products. Unless noted otherwise below, most un-opened and un-damaged products may be returned within seven (7) days for full credit. Most products may be returned within fifteen (15) days for partial credit, after a 25% restocking fee, and within thirty (30) days for exchange for a similar product if the original product is defective. Bring your receipt, the credit card used to make your purchase, and a valid photo ID to facilitate your available return option. The following additional terms apply to returns:

- a. **Computer Systems.** Computer systems that are not custom builds may be returned with fifteen (15) days for partial credit, net of a 25% restocking fee, to cover the cost of reformatting the hard drive and preparing the product for re-sale as a used item to another customer.
- b. **Special Orders or Custom Orders are Final.** Special order parts are final. Custom orders made especially for you are nonreturnable.
- c. **Software Sales are Final.** All software sales are final, due to strictly imposed copyright laws.
- d. **Bundle Discounts and Free Items.** If you received a discount or free item by purchasing multiple items together, you may lose some or all that benefit if part of the bundle is returned.

System and Service Warranty

If a defect is discovered and reported to Computer Corner, Inc. during the applicable warranty period, Computer Corner, Inc. will, AT ITS OPTION, repair or replace the product at no charge to you. If the service performed is deemed to be unrelated to any defects in parts or workmanship, both travel time and service time will be billed to the customer at the current service rate. The warranty applies only to hardware and peripheral products. Software, printers, and manuals are licensed and/or warranted pursuant to separate written statements by the manufacturer/publisher.

- a. **Equus System Warranty.** All new Equus computer systems and components are warranted against defects in materials and workmanship for a period of one (1) year or three (3) years from the date of the original invoice, as noted on the invoice. Extended warranties are available for purchase and extend the covered warranty period from the original invoice date.
- b. **Computer Corner Reconditioned (“CCR”) System and Product Warranty.** All reconditioned or refurbished systems sold by Computer Corner are warranted against defects in materials and workmanship from the date of the original invoice as follows: desktops for six (6) months; laptops, including battery, for ninety (90) days. Extended warranties are available for purchase and extend the covered warranty period from the original invoice date. Unless otherwise stated on the invoice, all used inventory is covered by a limited warranty against parts and labor defects for a period of ninety (90) days from the date of the original invoice.
- c. **Original Equipment Manufacturer (“OEM”) System Warranty.** All new OEM systems are covered by the terms and conditions of the warranty provided by the manufacturer, including any extended warranties sold by Computer Corner.

- d. **Repair and Service Warranty.** All labor, new parts, and used or reconditioned parts are warranted for ninety (90) days from the service date. This warranty applies only to the original purchaser named on the invoice and is not transferable. The warranty begins on the date of the original invoice date, regardless of any repairs or replacement by Computer Corner during the warranty period.
- e. **Obtaining Warranty Service.** Before bringing any product to Computer Corner, first call the Service Department at (505) 881-2333. We may be able to fix the problem over the phone or via remote service. **All warranties are Depot Warranties, which require the product to be brought back to the store for warranty service if phone or remote service is unsuccessful.**

Warranty Exclusions

The warranty stated herein is void if the product has been modified without the WRITTEN permission of Computer Corner, Inc. or if any serial number has been removed/altered and/or the warranty seal is broken. Product failures resulting from misuse of product, electrical surges, lightning or other “Acts of God” are not product defects, and the repair or replacement of products under these circumstances is not covered by warranty. Computer Corner, Inc. is not responsible for repairing or replacing system files or other software files on a system on which illegal or “pirated” software has been installed. Computer Corner, Inc. shall have no obligation to enhance or update ANY UNIT once manufactured. Service performed, including travel time, that is not covered by warranty will be billed to you at the current service rate.

Data Integrity

When reloading the Operating System on your computer, Computer Corner will back up the data we reasonably can from your computer and return this data to a folder labeled “OLD HARD DRIVE”, located on the desktop, or on external media, as requested by the customer. Computer Corner may not be able to backup all your data, and, in some situations such as a failed hard drive, data backup may not be possible.

COMPUTER CORNER IS NOT RESPONSIBLE FOR YOUR DATA.

Data Backup and Automatic Backup and Disaster Recovery (“BDR”) Services

Computer Corner, Inc. is not responsible for damage as a result of accidents, misuse, or abuse of equipment. Computer Corner, Inc. is not responsible for lost data or files. **Data backups should be performed by all computer users on a regular basis.** All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client’s data. Neither Computer Corner nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. Computer Corner cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Computer Corner shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all stored data to mitigate against the unintentional loss of data.**

Virus and Malware Removal

After we have removed viruses and/or malware, the utmost care should be taken to prevent reinfection. We strongly recommend the installation of a reputable anti-malware software program. We are happy to install our recommended program with the purchase at time of malware service. *Reinfection virus removal service is not covered under warranty.* Reinfection typically results from the user performing an action such as opening an infected e-mail or attachment or downloading a file that is infected. Please do not operate your computer system without anti-virus protection, open e-mails from unknown sources, or download files without first scanning them with your anti-virus software.

Anti-Virus; Anti-Malware Solution

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware (“Viruses”); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. To improve security awareness, you agree that Computer Corner or its designated third-party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in the Quote, the scope of the Services does not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data or systems impacted by the incident will be recoverable or remediated. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client’s confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the managed environment, or (ii) prevents normal access to the managed environment, or impedes or disrupts the normal functions of the managed environment.

Hosted Email

You are solely responsible for the proper use of any hosted email service provided to you (“Hosted Email”). Hosted Email solutions are subject to acceptable use policies (“AUPs”), and your use of Hosted Email must comply with those AUPs—[including ours](#). In all cases, you agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the Hosted Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Computer Corner or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Hosted Email for the purpose of

sending unsolicited commercial electronic messages (“SPAM”) in violation of any federal or state law. Computer Corner reserves the right, but not the obligation, to suspend Client’s access to the Hosted Email and/or all transactions occurring under Client’s Hosted Email account(s) if Computer Corner believes, in its discretion, that Client’s email account(s) is/are being used in an improper or illegal manner.

Abandoned Property

All articles left for computer service or repair that are not retrieved within thirty (30) days from service date, will be subject to a daily storage fee of \$1.50 per day. After three (3) months from service date, abandoned articles will be disposed of according to Computer Corner’s discretion, pursuant to Sections 48-3-22 through 48-3-27 NMSA 1978.

Authenticity

Everything in the managed environment must be genuine and licensed, including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. All minimum hardware or software requirements as indicated in a Quote or this Services Guide (“Minimum Requirements”) must be implemented and maintained as an ongoing requirement of us providing the Services to you.

Monitoring Services; Alert Services

Unless otherwise indicated in the Quote, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Computer Corner, and Client shall not modify these levels without our prior written consent.

Configuration of Third-Party Services

Certain third-party services provided to you under an Order may provide you with administrative access through which you could modify the configurations, features, and/or functions (“Configurations”) of those services. However, any modifications of Configurations made by you without authorization could disrupt the Services and/or cause a significant increase in the fees charged for those third-party services. For that reason, we strongly advise you to refrain from changing the Configurations unless we authorize those changes. You will be responsible for paying any increased fees or costs arising from or related to changes to the Configurations.

Dark Web Monitoring

Our dark web monitoring services utilize the resources of third-party solution providers. Dark web monitoring can be a highly effective tool to reduce the risk of certain types of cybercrime; however, we do not guarantee that the dark web monitoring service will detect all actual or potential uses of your designated credentials or information.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services and may impact the fees charged under the Quote. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

Co-Managed Environment

In co-managed situations (e.g., where you have designated other vendors or personnel, or “Co-managed Providers,” to provide you with services that overlap or conflict with the Services provided by us), we will endeavor to implement the Services in an efficient and effective manner; however, (a) we will not be responsible for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and (b) in the event that a Co-managed Provider’s determination on an issue differs from our position on a Service-related matter, we will yield to the Co-Managed Provider’s determination and bring that situation to your attention

Environmental Factors

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in the Quote, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

Fair Usage Policy

Our Fair Usage Policy (“FUP”) applies to all services that are described or designated as “unlimited” or which are not expressly capped in the number of available usage hours per month. An “unlimited” service designation means that, subject to the terms of this FUP, you may use the applicable service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Quote, all unlimited services are provided during our normal business hours only and are subject to our technicians’ availability, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates (“Patches”) as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

No Third-Party Scanning

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment (“Testing Activity”). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity are not covered under the Quote, and if

you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

Obsolescence

If at any time any portion of the managed environment becomes outdated, obsolete, reaches the end of its useful life, or acquires “end of support” status from the applicable device’s or software’s manufacturer (“Obsolete Element”), then we may designate the device or software as “unsupported” or “non-standard” and require you to update the Obsolete Element within a reasonable time period. If you do not replace the Obsolete Element reasonably promptly, then in our discretion we may (i) continue to provide the Services to the Obsolete Element using our “best efforts” only with no warranty or requirement of remediation whatsoever regarding the operability or functionality of the Obsolete Element, or (ii) eliminate the Obsolete Element from the scope of the Services by providing written notice to you (email is sufficient for this purpose). In any event, we make no representation or warranty whatsoever regarding any Obsolete Element or the deployment, service level guarantees, or remediation activities for any Obsolete Element.

Licenses

If we are required to re-install or replicate any software provided by you as part of the Services, then it is your responsibility to verify that all such software is properly licensed. We reserve the right, but not the obligation, to require proof of licensing before installing, re-installing, or replicating software into the managed environment. The cost of acquiring licenses is not included in the scope of the Quote unless otherwise expressly stated therein.

Acceptable Use Policy

The following policy applies to all hosted services provided to you, including but not limited to (and as applicable) hosted applications, hosted websites, hosted email services, and hosted infrastructure services (“Hosted Services”).

Computer Corner does not routinely monitor the activity of hosted accounts except to measure service utilization and/or service uptime, security-related purposes and billing-related purposes, and as necessary for us to provide or facilitate our managed services to you; however, we reserve the right to monitor Hosted Services at any time to ensure your compliance with the terms of this Acceptable Use Policy (this “AUP”) and our master services agreement, and to help monitor and ensure the safety, integrity, reliability, or security of the Hosted Services.

Similarly, we do not exercise editorial control over the content of any information or data created on or accessible over or through the Hosted Services. Instead, we prefer to advise our customers of inappropriate behavior and any necessary corrective action. If, however, Hosted Services are used in violation of this AUP, then we reserve the right to suspend your access to part or all of the Hosted Services without prior notice.

Violations of this AUP: The following constitute violations of this AUP:

- **Harmful or illegal uses:** Use of a Hosted Service for illegal purposes or in support of illegal activities, to cause harm to minors or attempt to contact minors for illicit purposes, to transmit any material that threatens or encourages bodily harm or destruction of property or to transmit any material that harasses another is prohibited.
- **Fraudulent activity:** Use of a Hosted Service to conduct any fraudulent activity or to engage in any unfair or deceptive practices, including but not limited to fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters” is prohibited.
- **Forgery or impersonation:** Adding, removing, or modifying identifying network header information to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **SPAM:** Computer Corner has a zero tolerance policy for the sending of unsolicited commercial email (“SPAM”). Use of a Hosted Service to transmit any unsolicited commercial or unsolicited bulk e-mail is prohibited. You are not permitted to host, or permit the hosting of, sites or information that is advertised by SPAM from other networks. To prevent unnecessary blacklisting due to SPAM, we reserve the right to drop the section of IP space identified by SPAM or denial-of-service complaints if it is clear that the offending activity is causing harm to parties on the Internet, if open relays are on the hosted network, or if denial of service attacks are originated from the hosted network.
- **Internet Relay Chat (IRC).** The use of IRC on a hosted server is prohibited.
- **Open or “anonymous” proxy:** Use of open or anonymous proxy servers is prohibited.
- **Cryptomining.** Using any portion of the Hosted Services for mining cryptocurrency or using any bandwidth or processing power made available by or through a Hosted Services for mining cryptocurrency, is prohibited.
- **Hosting spammers:** The hosting of websites or services using a hosted server that supports spammers, or which causes (or is likely to cause) our IP space or any IP space allocated to us or our customers to be listed in any of the various SPAM databases, is prohibited. Customers violating this policy will have their server

immediately removed from our network and the server will not be reconnected until such time that the customer agrees to remove all traces of the offending material immediately upon reconnection and agree to allow Computer Corner to access the server to confirm that all material has been completely removed. Any subscriber guilty of a second violation may be immediately and permanently removed from the hosted network for cause and without prior notice.

- **Email/message forging:** Forging any email message header, in part or whole, is prohibited.
- **Unauthorized access:** Use of the Hosted Services to access, or to attempt to access, the accounts of others or to penetrate, or attempt to penetrate, Computer Corner's security measures or the security measures of another entity's network or electronic communications system, whether or not the intrusion results in the corruption or loss of data, is prohibited. This includes but is not limited to accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks, as well as the use or distribution of tools designed for compromising security such as password guessing programs, cracking tools, or network probing tools.
- **IP infringement:** Use of a Hosted Service to transmit any materials that infringe any copyright, trademark, patent, trade secret or other proprietary rights of any third party, is prohibited.
- **Collection of personal data:** Use of a Hosted Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent is prohibited.
- **Network disruptions and sundry activity.** Use of the Hosted Services for any activity which affects the ability of other people or systems to use the Hosted Services or the internet is prohibited. This includes "denial of service" (DOS) attacks against another network host or individual, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- **Distribution of malware:** Intentional distribution of software or code that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems is prohibited.
- **Excessive use or abuse of shared resources:** The Hosted Services depend on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited. You are prohibited from excessive consumption of resources, including CPU time, memory, and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of our systems or networks.
- **Allowing the misuse of your account:** You are responsible for any misuse of your account, even if the inappropriate activity was committed by an employee or independent contractor. You shall not permit your hosted network, through action or inaction, to be configured in such a way that gives a third party the capability to use your hosted network in an illegal or inappropriate manner. You must take adequate security measures to prevent or minimize unauthorized use of your account. It is your responsibility to keep your account credentials secure.

To maintain the security and integrity of the hosted environment, we reserve the right, but not the obligation, to filter content, DNS requests, or website access for any web requests made from within the hosted environment.

Revisions to this AUP: We reserve the right to revise or modify this AUP at any time. Changes to this AUP shall not be grounds for early contract termination or non-payment.