



## Terms and Conditions

### I. Services

Axio Systems LLC (hereafter: "Axio") performs many different types of technical and consulting services, each of which may be charged at a different rate. Unless agreed to in writing prior to commencement of services, requesting any service from Axio constitutes customer's agreement to pay Axio's standard rate, plus additional charges as described below, for each type of service that is performed. Axio will not be held liable for any losses incurring to customer. Customer hereby waives any and all claims against Axio arising from use of any of Axio's services or products.

### II. Service Calls

An "on-site service call" is any service that is performed by Axio at a customer's location (or any location agreed upon with customer). An "off-site service call" is any service performed by Axio on behalf of the customer that does not fall into the category of on-site service. This includes, but is not limited to: phone conversations with a customer's representative, representing the customer with a third party, connecting to customer's system over a network or the Internet, and following-up on existing issues. A "service call" is defined as either an on-site service call or an off-site service call.

Unless otherwise agreed in advance and in writing, on-site service calls are billed by the length of time spent by Axio representatives on-site, regardless of the work performed. A minimum charge of one hour (at Axio's standard rate for that type of service) will apply per on-site service call. Unless otherwise agreed in advance and in writing, off-site service calls are billed by the length of time spent by Axio representatives performing work on behalf of the customer. All service calls are billed at fifteen minute intervals, and do not include parts, accessories, software, hardware or anything else, other than the service (labor) itself. Standard business hours are Monday through Friday, 9 AM to 5 PM ET. All other times are considered after-hours. All services performed during after-hours, due to customer request (this includes initiation of a service call during after-hours) or due to the nature of the service being performed, incur a 50% after-hours surcharge.

Unless otherwise agreed in advance and in writing, payment for on-site service calls, including any additional charges, is due upon completion of service call, and payment for off-site service calls is required in advance.

### III. Software

Axio is a manufacturer of software, as well as a reseller of other manufacturers' software. In addition, Axio may install software on its customers' machines at their request. Software provided by Axio, or installed on customers' computers by Axio, may be bound by specific licensing agreements that accompany each software package, and customer agrees that Axio will not be held responsible for any issues, operational or legal, that arise from existence of any software packages on their computers. Such responsibility is held solely by the customer.

Software provided by or installed by Axio must be listed in a service report and signed by both an Axio representative and a customer representative, and only by the existence of such report may Axio be held responsible for the existence of the software on any computer. This is not to imply Axio may be held responsible for any issues, operational or legal, arising from the existence of the software, but only for its existence on the computer. Software purchased from Axio must be listed in an invoice and fully paid for, and only by the existence of such paid invoice may Axio be held responsible for licensing of the software. To clarify, Axio will still not be held responsible for any unlicensed software on customers' computers, but will be required to produce licenses, upon customer request, for software shown to be purchased from Axio.

### IV. Hardware

Axio is a reseller of other manufacturers' hardware. Hardware purchased from Axio that is not sold under the Axio brand name carries a manufacturer's warranty (as defined by the manufacturer). All warranty issues must be discussed directly between the customer and the manufacturer of the malfunctioning product. Any assistance Axio provides the customer in this context, with the exclusion of providing the customer with manufacturer information, is considered a separate request of service.

### V. Axio Custom Computer Systems

Axio Custom Computer Systems are sold under the Axio brand name. However, all of the components within these systems are manufactured by other companies and not by Axio. All components within the system are brand new, and therefore usually carry a manufacturer's warranty, as defined by the manufacturer of each component. After expiration of the limited warranty from Axio (defined separately), all warranty issues must be discussed directly between the customer and the manufacturer of the malfunctioning component. Any assistance Axio provides the customer in this context, with the exclusion of providing the customer with manufacturer information, is considered a separate request of service.

### VI. Customer-Supplied Materials

Depending on the service being performed, customer may be required to provide Axio with materials, comments and authorizations that are necessary for completion of the service. Unless otherwise agreed in advance, all requested materials and information must be received within 30 days from the request date. After 30 days, the service is considered complete and is payable in full.

### VII. Payment

Axio accepts payment by cash or check. By using a check as payment method, customer agrees that if a check is not honored by the bank, a \$27 returned check fee will apply for each returned check. Past due balances are subject to 21% interest and a late fee of \$50. Furthermore, Axio reserves the right to commence legal action against a non-paying customer.

### VIII. Summary

Axio reserves the right to change these terms and conditions at any time without notice. The latest version of this document is available upon request.