Technical Support SLA

Service Level Agreement for Technical Support

WITHOUT A TECH SUPPORT SLA:
Stiles Machinery has always provided, and will continue to provide, Technical Advice at no charge to our customers during normal business hours from 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday. 24-Hour Technical Support and Remote Diagnostics are also available, but these are charged on a “per incident” basis.

- 24-Hour Technical Support (outside of the hours of 8:00am to 5:00pm local time, M-F) (*$425/incident)
- Remote Diagnostics: (8:00am to 5:00pm EST, Monday-Friday only) (*$425/incident)

WITH A TECH SUPPORT SLA:
Alternatively, coverage for 24-Hour Support and Remote Diagnostics can be provided to you on a service level agreement (SLA) basis. The SLA for technical support provides one year of unlimited coverage for:

- 24-Hour Technical Support (outside of the hours of 8:00am to 5:00pm local time, M-F)
- Remote Diagnostics (Available 8:00am to 5:00pm EST, Monday-Friday only)

☐ Standard Agreement $750.00 per year
Provides coverage for one machine

☐ Site Agreement $3,000.00 per year
Provides coverage for all Stiles equipment located at below address:

Please select the agreement that best suits your needs, sign below, and return. Please note the attached Terms and Conditions are part of the agreement.

Date: ____________________________ Company: ____________________________
Stiles Advisor: Corey Hansen Customer ____________________________
Signature: ____________________________

PO #: ____________________________ Stiles Tech Support SLA #

Only Stiles may provide the services included in an annual service level agreement. Contacting the factories for assistance will result in additional charges.

*NOTE: Customer is responsible for payment of all applicable sales, use and other taxes.*
Service Level Agreement for Technical Support

TERMS AND CONDITIONS

1. Stiles agrees to provide to the Customer: technical support, remote diagnostics and software support (“Support”) for the machine or site or sites, as selected and paid for by the Customer. While Stiles will make all reasonable efforts to provide Support in a timely manner, due to a variety of factors outside of Stiles’ control, no representation or warranty of any kind is made as to availability, timeliness or responsiveness of the Support.

2. The initial term for Support to the Customer begins on the purchase date and renewal will be offered during the month of expiration, subject to any revisions issued by Stiles prior to renewal (include any revised fees). Stiles reserves the right to suspend support in the event the customer fails to remit timely payment for the annual technical support SLA. In the event of any such suspension or termination, the customer may utilize the per incident fee structure of support. The Customer acknowledges that it must provide a designated telephone line for and maintain the installed modem on any machine utilizing remote diagnostics. Customer further acknowledges that it must provide skilled operators who are trained on the machines receiving Support in order to obtain maximum potential utilization of the Support.

3. Stiles reserves the rights to alter, amend, add to, delete from, and otherwise change Support, including but not limited to, discontinuance of some or all Support at any time. In the event of any deletion or discontinuance to some or all of Support, the Customers will have the option to terminate any remaining portion of the then-current term and receive a pro-rata refund of the amount previously paid for such annual term.

4. Stiles is not responsible for the loss or corruption of any Customer files, the connection or maintenance of any networking hardware or software or any other third party hardware (e.g. PC, cable, etc.) or software. Stiles recommends that the Customer routinely carry out “back up” procedures so that any loss or disruption from any source may be promptly and economically remedied. Further, Stiles makes no representation regarding the compatibility, suitability or interoperability of any software or related products not acquired from or through Stiles with any software or related product acquired from or through Stiles.

5. The agreement for Support is not assignable or otherwise transferable by the Customer without the prior written consent of Stiles. The Customer and Stiles agree that any claims based upon or related to Support must be made within twelve (12) months of the time any such claim first arises. Nothing in these Terms and Conditions is intended to replace, remove or modify any provisions of any other agreements between Stiles and the Customer.

6. WARRANTY EXCLUSION:
   STILES WARRANTS THAT IT WILL PROVIDE THE SUPPORT IN A WORKMANLIKE MANNER, HOWEVER, CUSTOMER ACKNOWLEDGES AND AGREES THAT NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARE APPLICABLE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STILES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY). CUSTOMER AGREES THAT ANY CLAIM OF ANY NATURE AGAINST STILES ARISING UNDER OR AS A RESULT OF SUPPORT SHALL BE LIMITED TO THE THEN CURRENT ANNUAL FEE PAID TO STILES; CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION IS A MATERIAL INDUCEMENT TO STILES TO OFFER OR PROVIDE SUPPORT AND THAT STILES WOULD NOT UNDERTAKE TO OFFER OR PROVIDE THE SUPPORT UNLESS SUCH LIMITATION WAS INCLUDED AS PART OF THESE TERMS AND CONDITIONS.