

## Atlas PSEP: Terms of Service, Conditions & Scope



Agreement Overview These Terms and Conditions govern the provision of discounted technical services by Atlas Cloud Technologies ("Service Provider") to the client ("Client"). By purchasing a subscription for services, you are hereby accepting the services, as the Client set forth in these terms.

### 1. Scope of Services:

- a. The discounted technical services include and are not limited to:
  - i. Advanced technical support.
  - ii. Security & Policy management
  - iii. System maintenance
  - iv. Software updates
  - v. Troubleshooting and repair
  - vi. Technical Training and consultations of solutions provided under the scope of these terms
  - vii. Network setup and configuration that are not otherwise billed for in a configuration or setup fee for a particular service or digital product offering(s)

### 2. Excluded Services:

- a. The discounted services explicitly exclude the following:
  - i. Custom Application Development
    1. Custom software development - Bespoke programming or coding projects - Development of new software features or functionalities that are not present or exist in current software(s) or framework(s).
  - ii. SEO (Search Engine Optimization) and related tasks for marketing and designated campaigns for the advancement of business' lead generation for sales opportunities.

### 3. Service Fees:

- a. The fees for discounted technical services are as agreed upon in the invoice or contract provided to the Client. Any services outside the scope of the discounted services will be billed at standard rates.

### 4. Payment Terms Payment:

- a. Terms are as specified in the invoice or contract. All payments are due as of the date of the invoice. Late payments are subject to additional charges.

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### 5. Service Availability:

- a. The Service Provider will make reasonable efforts to provide services during normal business hours. Emergency services outside of these hours may be subject to additional fees.

### 6. Client Responsibilities:

- a. The Client agrees to provide necessary access to systems, networks, and relevant information required for the Service Provider to perform the services. The Client is responsible for backing up all data prior to the commencement of services; unless Client has engaged the Service Provider for this specific service/task and is in partially or in full scope of the work for hire.

### 7. Limitation of Liability:

- a. The Service Provider will not be liable for any indirect, incidental, or consequential damages arising out of or related to the provision of services. The Service Provider's liability for direct damage will be limited to the amount paid by the Client for the specific service provided.

### 8. Confidentiality:

- a. Both parties agree to maintain the confidentiality of all proprietary information disclosed during the provision of services.

### 9. Termination:

- a. Either party may terminate the agreement with 30 days' written notice. Upon termination, the Client agrees to pay for all services rendered and expenses incurred up to the specified date of termination.

### 10. Governing Law:

- a. These Terms and Conditions are governed by the laws of Washington state. Any disputes will be resolved in the courts of Washington state.

### 11. Amendments:

- a. The Service Provider ("Atlas") reserves the right to amend these terms at any time. Any amendments can be communicated to the Client in writing, or by any means deemed acceptable by the Service Provider. By registration, use of, or purchase of our subscription retainer; for the purposes of using our technical services at the designated by Atlas rate, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. For any questions, please contact your Atlas Account Executive