

General Terms and Conditions of Professional Services offered by APS

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1. Clarifications

The conditions, scope, limitations and requirements mentioned herein are general for all professional services provided by Adistec ("APS"), in the event that the particular conditions of the services indicate otherwise, these general conditions apply in all situations.

The descriptions of products or services of other companies mentioned in the catalog of services, service booklets, services promoted on the website of Adistec, commercial proposals and any other official communication of Adistec services, if any, are provided only for your comfort. These references should never be considered as a recommendation or indication of use by APS.

APS is not responsible for the accuracy of the third-party products and / or services mentioned above, the service catalog, the service booklets, the services promoted on the Adistec website, the commercial proposals and any other official communication of the Adistec services, as they may change over time. If you want more detailed descriptions of these mentioned third-party products or services, consult their respective manufacturers or suppliers. All other marks and names mentioned herein may be trademarks of their respective companies.

2. Scope

The documents or media where APS informs and promotes its professional services (for example, but not limited to, the catalog of services, service brochures, services promoted on the Adistec website, commercial proposals and any other official communication of the services of Adistec) are only an estimation of services that APS can provide to the client and does not represent a Statement of Work (SOW). If the customer accepts the services offered by APS, a SOW may be generated for that purpose. SOW's final selling price may differ from the price published by APS in the event of changes in the scope requested by the customer, changes in the prerequisites or other situations that, in APS's opinion, require the valuation of a change in value, for non-compliance with the established conditions for the execution of the service.

These conditions apply without distinction to the services published in the service catalog, the service brochures, the services promoted on the Adistec website, the commercial proposals and any other official communication of the services of Adistec.

The prices of the services indicated in the documents or media where APS informs and promotes its professional services (for example, but not limited to: catalog of services, service brochures, services promoted on the Adistec website, commercial offers and any other official communication of the services of Adistec) are indicative and may be changed without prior notice. These prices refer to the activities or scope indicated for the service that the customer wishes to contract. If the customer requests changes to the scope of services, they may be subject to an increase in billable charges to the customer, as available to APS.

3. Deadlines

The deadlines indicated are based on the objectives of the service offered, being an estimate of the time necessary to fulfill the activities necessary to carry out the service offered. This term can vary for multiple reasons, like the conditions of advance of the consultancy, the schedule of activities defined in the beginning of the execution, among others. Therefore, APS does not guarantee that the service is performed within the stated period and should not be taken as a formal commitment, but as an estimate.

The effort in hours / man considers continuous periods for the execution of the service. If the allocation of periods are separated into several events, the service value and the time required may vary.

4. Modality

The services will be delivered according to the modality acquired by the customer within these options:

- On-Site: Our services will be executed in person at the client's premises or organized according to the geographic coverage;
- Remote: Our services will be executed remotely over the internet;
- Hybrid: The service activities will be carried out in person at the client's premises or organized according to geographical coverage; as well as remotely over the internet, depending on the activities to be performed and the stage of project execution. The planning of the execution of the tasks (personally or remotely) will be agreed before the beginning of the project.

Services will be held from Monday to Friday (business days) from 9am to 6pm (local time in the country where the customer resides). The delivery of the service during the weekend or after the work is not considered.

5. Geographical coverage

On-Site services will be delivered only in national capitals or major cities that have international airports or in locations that are within 20 km of the cities mentioned.

Our OnSite services can only be delivered in some Latin American countries, this decision being at the discretion of Adistec in a unique and unquestionable way.

6. Travel expenses

The OnSite services include in the sale price the amounts related to the tickets, accommodations and travel expenses of the consulting team, provided they are within the geographical coverage provided by APS.

7. Start date of activities

For the beginning of the activities, it takes 15 working days to coordinate the necessary resources. The start date of the activities is subject to the availability of a team of consultants and will be coordinated with the client by mutual agreement. **APS does not guarantee the availability of resources in advance and therefore the feasibility of performing the tasks on a specific date.**

APS will not start the activities until the customer has sent the corresponding purchase request and the commercial proposal or the signed SOW, if necessary at the moment.

7.1. Delay in starting activities

APS undertakes to make every reasonable effort to ensure start-up activities according to the agreed start date with the client, but there may be reasons beyond the scope of the APS that prevent compliance with them as (but not limited to) delays, flight alterations or cancellations, unavailability of accommodation for the team of consultants, visa or permit requirements, entry ban, delays in entering the country, medical reasons that prevent a staff member from traveling, lack of connectivity for remote access in the case of activities carried out remotely, among others; For these reasons, APS cannot guarantee the agreed date.

In the event of any of these eventualities, APS undertakes to inform the customer of the arrears and, if possible, the new start date.

The client may request in this situation a change in the calendar to coordinate the starting date of the scheduled activities. This situation does not generate any kind of right for the customer as a compensation or any other type.

In case the customer cannot provide a start date for the activities within the first three months from the sale date on the invoice, it is the customer's responsibility to contact Adistec and make the corresponding request to start the activities.

8. Out of scope

APS will not provide any service or task that is not clearly defined, reserving the right to interpret the service offer in its sole discretion.

APS will not make any hardware or software delivery; being these the exclusive responsibility of the client.

No customization, modification or upgrade of any infrastructure component (hardware or software) will be performed outside the solution being implemented.

APS does not provide after-sales support under any circumstances, and is responsible only for the execution of the services purchased by the client, finalizing them as soon as the client signs the agreement in the closing minutes of the project. After sales support must be coordinated between the customer and the corresponding manufacturers through the support procedures of each of them.

Any modification or change to the client's network infrastructure, whether physical or logical, is out of scope.

If network problems, security devices, storage, third-party applications or any other (physically or logically) problems are detected that affect the proper development of the services, it is the customer's responsibility to resolve those issues. If due to these issues there is a delay in running services or an increase in costs for APS, this means that the scope may be subject to change control with billable customer charges.

Unless explicitly stated, project management services (Project Management) are not included, they must be delivered by the client; APS only offers with the services offered; the support of a Delivery Manager whose task is to guarantee the correct performance of the activities offered by APS only.

It is out of scope to deploy solutions with free tools from any manufacturer or that do not have official manufacturer support.

9. Validity of services

The services contracted are valid for one year from the date of sale as specified on the corresponding invoice. Once this period has expired, and if for reasons not attributable to Adistec, the contracted services have not been delivered (or for reasons attributable to the client), any obligation of Adistec to execute the services ends and without this generating any right for the client to reimburse the amounts paid or without this ending the obligation to pay the invoices issued on time.

Adistec commits to respect the terms of the contracted services (both technical and pricing) during the period of validity. In case there is a change in the scope of services after the one agreed upon at the time of the invoice, Adistec reserves the right to perform a change control with charges that can be billed to the customer for the new conditions. In case the client does not accept the change control, Adistec reserves the right to charge the client for administrative costs that do not exceed 20% of the initial invoice value.

10. Assumptions

If third party software is required, it is the customer's responsibility to provide it to the APS team. These third-party tools are the responsibility of the customer and APS is not responsible for these licenses.

The customer must provide support for the third-party products used in the project. APS may require support for the use of these tools and the client or the provider must provide the same.

The client must determine a contact person (for example, a Project Manager) who must have the authority to make project-related decisions and represent the client on all matters related to that proposal. Such person shall offer a single consolidated response to any review, approval, amendment or request for a decision and shall be deemed to have authority to make such decisions.

The customer is responsible for fulfilling all the necessary prerequisites for the execution of the service before the beginning of the activities. Any additional time required by APS, based on the customer's failure to comply with the prerequisites will be considered as additional time and may be subject to evaluation of a change control with billable costs to the customer.

It is expected that the client-side personnel responsible for administering the platform will be available for this project. Team participation is crucial in this project and is expected to use a limited amount of time to assist with the consultative issues and situations that arise during the execution of the activities.

In the event that the services offered include conducting a workshop or transferring skills, this must be done within a maximum period of 15 working days from the completion of the installation or configuration activities. Otherwise, APS will be responsible for the performance or cancellation of the respective workshop or skill transfer, and the client will not be able to claim the execution of the same.

11. Requisites

The customer will provide all necessary hardware and software before implementation begins.

All hardware and / or software to be used in this project must be within the compatibility matrix of the solution manufacturer to be implemented. It is the customer's responsibility to ensure that the hardware and software meet the compatibility requirements.

The customer will provide all necessary licenses from the solution or third-party vendor required for deployment.

The APS consulting team will require access to the following in case of in-person activities:

- Workspace (office, chair, electrical energy)
- Access to offices during and after normal working hours
- Internet and telephone access
- Access to the printers

In the event that the activities are performed remotely, the consulting team requires and assumes that the customer will provide all necessary access for the correct execution of the tasks, which includes and is not limited to modifying the network settings for remote access, hardware or equipment, credentials, etc.

The customer is responsible for performing the necessary procedures to safeguard the integrity and security of the software and its infrastructure, as well as its data and information. It is also responsible for recovering or rebuilding files lost or modified as a result of failures during project implementation.

It is essential and mandatory at the time of beginning the activities of the contracted service, that it be covered by the manufacturer's official support and be valid throughout the implementation. It is the customer's responsibility to have such coverage and, in the event that such coverage is not available, APS may determine that it will not provide the proposed service because of the lack of such support coverage.

The client is responsible for removing any remote access that has been enabled for the APS team from the production environment once the project has been completed.

The client will be responsible for modifying the administrative account passwords used during the deployment of the solution after the project is completed.

12. Resource allocation policy

Our consultants have a schedule of activities and assignments that are defined based on the commitments entered into with our clients so that they cannot be pre-assigned or committed on behalf and on the date.

APS reserves the right to supplement or replace resources when, at APS's discretion, work assignments, tasks or project activities benefit from such experience or when necessary due to training, vacation, illness, resignation or otherwise.

APS may subcontract in whole or in part to third parties without the prior consent of the customer, provided that APS' obligations to Customer are not in any way diminished or eliminated.

The consultants that APS may designate may be of any nationality due to the multinational nature of Adistec. Therefore, the client must indicate in advance if there are any limitations due to the nationality of the consultants involved.

13. Finishing services

The service is considered completed when one of the following conditions is met:

- That all the activities corresponding to the contracted service have been fulfilled.
- When the client confirms the reception of the services by signing or approving the act of acceptance of the services (the same can be in digital format, through an e-mail or on paper).

Services are considered as delivered when the APS team delivers the evidentiary documents (which can be any of the indicated ones and do not have to be all) as a design document, configuration document, installation report or acceptance term, among others, where it indicates the conclusion of the services, the delivery of equipment etc.

13.1. Tacit acceptance of services

The client has a period of 5 working days from the date of sending the closing statement by Adistec to:

- Accept the act of acceptance by signature, date and return of the delivered document
- Provide a notice by e-mail rejecting the deliverable, which should include a single list describing all the reasons for the rejection.

Once the indicated period has passed without a response from the client, it is assumed that the services have been accepted and completed without any right of complaint from the client.

14. Liability exception

If any of the assumptions contained herein change, whether incorrect or invalid, APS reserves the right to renegotiate the price, work program or terms and conditions for this service offer and / or invoke the process of changes in the project to modify its scope, without causing damage to APS.

APS's full liability (if duly substantiated) for any reason shall in no event exceed the amounts paid by the customer for the service giving rise to the claim (including, but not limited to, all cases of contractual liability, non-contractual liability, civil and commercial liability, penalties, breach of guarantees, claims of third parties or others), value that will act as the maximum limit of responsibility of APS for any concept.

In no event shall APS be liable for loss of profit, loss of utility, loss or inaccuracy of data, loss of funds in cash and / or stored values that may be suffered by the customer and / or third parties, or by any damage that may arise directly or indirectly as a consequence of any APS violation, whether such violations are due to incidents or force majeure or are attributable to APS.

APS is not responsible in any case for the information or data contained in the client's infrastructure, nor for its maintenance, backup, storage or migration. In the event of a failure or loss of information, it is the customer's responsibility to perform prior backups and review recovery procedures.

19.1. Force Majeure

Force majeure means any unforeseeable and exceptional situation or event, irrespective of APS's will or responsibility, which prevents any of its responsibilities or obligations to the client from being executed and not attributable to APS negligence; also that it could not have been avoided by applying the greatest possible diligence.

In the event of a force majeure situation, it will not be considered as a violation by APS of any of its obligations or liabilities; this will not give the customer any right to claim or refund. APS will take the necessary steps to minimize possible damage from a force majeure case, but cannot guarantee that there will be no changes in scope or price as a result from generated situation.