

TERMS & CONDITIONS

The following terms of service, scope of services agreement, and limitation of liability (“Terms” or “Agreement”), entered into between you, (hereinafter “you” or “Client”), and DeKind Computer Consultants (hereinafter “DeKind” or the “Company”), describe the scope of DeKind’s “Services” (as defined below), and limit the Company’s liability as it pertains to your use of such services.

RECITALS & DEFINITIONS

- A. The Company provides certain Services, which include:
1. SentinelOne Anti-Virus and MDR licensing
 2. Zorus DNS Filtering licensing
 3. NinjaOne RMM licenses
 4. NinjaOne Data Backups of licensed endpoints
 5. End-User Cyber Security Training licenses
 6. Encrypted Email and File Sharing Platform licenses
- B. The Company utilizes third-party servers, vendors, and companies, including those mentioned in in “A” (hereinafter the “Third Parties”), to provide its Services.
- C. The Third Parties represent to DeKind that their services, products, servers, and data security measures meet or exceed industry standards.

AGREEMENT

IN EXCHANGE FOR THE COMPANY’S SERVICES AS DESCRIBED HEREIN AND OTHER VALUABLE CONSIDERATION, YOU, THE CLIENT, EXPRESSLY AGREE TO THE FOLLOWING TERMS:

1. You agree that the “Recitals & Definitions” are incorporated into this Agreement.
2. You permit DeKind to utilize Third Parties as described above.
3. You permit DeKind and Third Parties to access and manipulate your data as described above.
4. You agree that DeKind’s compensation for its services hereunder shall be \$50.00 U.S per user, per month and \$75.00 U.S per computer, per month. Payment will be automatically debited on the 1st of every consecutive month, until the cancellation or expiration of this agreement.
5. In the event of cancellation by the Client before a period of 12 months, the client will pay the additional monthly payments, up to a 12-month period. This sum is agreed to by both parties and is due and payable in full upon cancellation of the agreement. The Client agrees to provide the Company with a written notice of cancellation at least sixty (60) days in advance of the intended termination date.
6. This subscription/agreement will renew for continued additional 12-month terms (“automatic annual renewal”) provided neither party provides a 60-day notice prior to the annual renewal date with intent to cancel.

7. Any notice required by, or provided pursuant to, this subscription shall be given in writing by means of e-mail (with confirmed delivery receipt) to orders@dekind.com or any professional delivery service that requires a signed written receipt.
8. You agree and acknowledge that you will be bound by all Third Party Terms of Service, Privacy Policies, Business Agreements, Acceptable Use Policies, Digital Millennium Copyright Act Policies, and any other policies or terms and conditions mandated by any Third Party.
9. **You agree that the products and services provided by the Company are intended to assist in achieving compliance with the Health Insurance Portability and Accountability Act (HIPAA) but do not, in themselves, constitute HIPAA certification or compliance. The Company does not guarantee or warrant that the use of these products or services will ensure full HIPAA compliance, as compliance is dependent on multiple factors, including but not limited to, the Client's policies, procedures, and implementation of security measures. The Client remains solely responsible for assessing, maintaining and demonstrating compliance with all applicable HIPAA requirements.**
10. You agree not to knowingly provide DeKind or the Third Parties with data or software that is contaminated by viruses, malware, bugs, etc., unless the purpose of providing the data or software to DeKind is for decontamination services.
11. You agree and acknowledge that neither the Company nor the Third Parties provide you with "Data Breach Insurance" and you will not be compensated in any way in the event of a data loss, either through the fault of DeKind or any Third Party.
12. You agree and acknowledge that you have the legal right to possess your software, data, and/or content (images, text, audio/video files, etc.), and that you are not infringing on any intellectual property right or violating any law by possessing such software, data, and/or content.
13. You agree and acknowledge that software, services, and products utilized by DeKind and the Third Parties may be protected by copyright, trademark, other intellectual property laws, and these Terms do not grant you any right, title, or interest in the software, services, or products utilized by either DeKind or any Third Party.
14. You agree that DeKind and the Third Parties reserve the right to delete, remove, or disable content alleged to be infringing on the intellectual property rights of others, and reserve the right to terminate the relationship or account of repeat offenders.
15. You agree and acknowledge you will remain current on your account with DeKind, and a failure to do so, may result in DeKind terminating its relationship with you, terminating your account with DeKind or the Third Parties, and/or discontinuing your Services.
16. You agree and acknowledge that the Company reserves the right to suspend or end the Services at any time at the Company's discretion and without notice. For example, the Company may suspend or terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause the Company legal liability, disrupt the Services or disrupt others' use of the Services.
17. You agree and acknowledge that the Services that DeKind and the Third Parties perform are "AS IS." While DeKind strives to provide exceptional Cloud Services, there are certain things that the company cannot guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, DEKIND AND ITS THIRD PARTIES, AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES OR OTHER SERVICES. THE SERVICES AND OTHER SERVICES ARE PROVIDED "AS IS." THE COMPANY AND ITS THIRD PARTIES, AFFILIATES, SUPPLIERS, AND

DISTRIBUTORS ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

18. You agree to and acknowledge DeKind's LIMITATION OF LIABILITY as follows: TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR ANY LIABILITY FOR DEKIND'S OR ITS AFFILIATES' FRAUD, FRAUDULENT MISREPRESENTATION, OR GROSS NEGLIGENCE, IN NO EVENT WILL DEKIND, ITS THIRD PARTIES, AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR:

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR

(B) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THIS WILL BE REGARDLESS OF WHETHER OR NOT DEKIND OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ADDITIONALLY, DEKIND, ITS THIRD PARTIES, AFFILIATES, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES FOR MORE THAN THE AMOUNTS PAID BY YOU TO DEKIND FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION.

19. You agree and acknowledge that before filing any legal action against DeKind, you will make an attempt to resolve the dispute informally by contacting a principal of DeKind. If a dispute is not resolved within 90 days of submission, you or DeKind may bring a formal proceeding.
20. You and DeKind agree that any judicial proceeding to resolve claims relating to these Terms will be brought in the federal or state courts of Lake County, Illinois. Both you and DeKind consent to venue and personal jurisdiction in such courts.
21. You agree and acknowledge that these Terms constitute the entire agreement between you and DeKind with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.
22. You agree that if a provision of these Terms is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting the Company's intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. DeKind may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.
23. The Client agrees to indemnify the Agency completely of all claims resulting from this agreement. The Agency agrees to indemnify the Client of all claims resulting from this Agreement.
24. You agree that DeKind reserves the right to revise the Terms. If a revision meaningfully reduces your rights, the Company will notify you of the revised Terms. By continuing to utilize the Services after the revisions come into effect, you agree to be bound by the revised Terms.

Dated: February 6, 2025