

TERMS & CONDITIONS FOR TECHNICAL SUPPORT

Effective 1/1/2020

1. GENERAL

These conditions shall apply to all Technical Support provided by us (Specto) to a Customer. Any other terms, conditions, warrants or representations, whether made prior to, or subsequent to the order are hereby excluded. Special or additional terms of the Customer contained in the Customer's order or otherwise shall be of no effect unless the same be separately brought to our notice and express consent is given by us in writing.

2. DEFINITIONS

Technical Support is defined as any time spent by Specto to do things like troubleshooting a problem, fixing an issue with a system, training a customer on the use of a product, configuring or commissioning a monitoring system, manipulating or processing data, etc.

3. PRICES

Prices of technical support exclude taxes unless expressly specified to the contrary. Prices are subject to change without notice.

There are three tiers of technical support offered by Specto:

Tier	Charge	Example of support items covered*
Standard	\$ 95 /hour	Auto Call Home, InstanTel hardware
Advanced	\$125 /hour	Loadsensing, eagle.io, Aeroqual, Sonitus
Expert	\$150 /hour	AMTS

* examples are not exhaustive, Specto reserves the right to determine which tier technical support time will be categorized as. Any support provided under warranty will not be deemed chargeable.

The above listed rates are valid through 12/31/2020

4. BILLING

The charges for technical support shall be at the agreed upon rates current at the time the technical support was provided. Technical support is to be purchased in pre-paid blocks. Specto will draw down from the allocated amount as technical support is provided. Once the allocated amount has been drawn down to \$0, Specto will advise the Customer of the need to purchase an additional block of support. Specto reserves the right to alter technical support charges at any time, without prior notice.

5. TERMS OF PAYMENT

Unless otherwise agreed, payment terms are cash upon delivery of invoice.

Net 30-day terms may be established for approved customers. Approval requires the completion of Specto's credit application, which includes the submittal of three trade references. Credit applications must be approved by Specto prior to placement of the order for net 30-day terms to be valid.

Payment of invoices is required in full in 30 days of the date of the invoice. Acceptable payment methods for customers with an approved credit account are cash, check, ACH deposit or wire transfer.

If a customer chooses to pay by credit card, payment must be made on date invoice is issued. If a payment is made after this date, Specto will charge a 2.6% processing fee. Should the Customer fail to punctually comply with the terms of payment, Specto shall be entitled to interest on any amount overdue at the rate of 2% per month or part month.

6. DEFAULT

If the Customer shall default in making any payment for any period in excess of thirty days or if the Customer is in breach of these Terms & Conditions, then Specto shall be entitled to cease providing additional support or services forthwith. Specto are hereby indemnified by the Customer in respect of all and any damage or loss to the Customer or any third party resulting from the exercise by the Specto's of its rights therein reserved.

This shall include the Specto's recovering all amounts outstanding and payable as a result of such action.

7. FEES & EXPENSES

Specto shall be entitled to recover from the Customer all fees and expenses (whether or not formal legal action is instituted) incurred as a result of any breach of these terms by the Customer or need to enforce same or in any other way arising in connection with these Terms and Conditions.

8. DAMAGES

The remedies provided herein are the Customer's sole and exclusive remedies. In no event shall Specto be liable for direct or indirect special, incidental or consequential damages (including loss of profits) whether based on contract tort or any other course of action.

9. GOVERNING LAW

This document serves as a contract between the Customer and Specto and shall be governed by and construed in accordance with the Laws of the USA. The Customer agrees to be subject to the jurisdiction of the US Courts.