



Effective Date: January 1, 2020

Last Updated: October 8, 2023

End User Acknowledgement Agreement for Remote Access

Introduction

This Consent Agreement ("Agreement") is established between the entity or individual referred to as "Customer," "you," or "your," and Technoledge INC, herein referred to as "SERVICE PROVIDER", "Company," "we," "us," or "our." This Agreement outlines the terms and conditions under which the Company is authorized to perform the specified actions or services as detailed in the document to which this Agreement is appended.

Your acceptance of this document, coupled with continued payments for Product(s) or Service(s), signifies your understanding, acknowledgment, and agreement to abide by the terms delineated in this Agreement. It is expressly noted that this Agreement is binding and constitutes an integral part of the Technoledge INC Master Services Agreement ("MSA"). In case of any ambiguity or uncertainty, the provisions of our MSA, Privacy Policy, and any executed contract for the Service(s) rendered between Technoledge INC and the Customer shall prevail. Our Privacy Policy is accessible at Technoledge Privacy Policy. LINK | <https://www.technoledge.com/privacy-policy/>

An exception to the execution of this Agreement arises if the Customer has never availed themselves of the Product(s) or Service(s) from Technoledge INC as outlined in this Agreement. If the Customer has previously availed themselves of these Product(s) or Service(s) from Technoledge INC as outlined in this Agreement, and is now procuring these Product(s) or Service(s) from another source, a Termination Notice must be on file with "SERVICE PROVIDER" to dissolve the binding nature of this Agreement regarding these Product(s) or Service(s).

Explicit Consent for Remote Access

Initial Consent: Before initiating any remote access session, explicit consent will be obtained from you or an authorized representative. No unauthorized remote access will be performed under any circumstances.

Unattended Remote Access: You hereby authorize "SERVICE PROVIDER" to have unattended remote access to systems and networks that belong to you. This is to facilitate necessary maintenance, updates, or other service requirements.

Terms and Conditions

Security: All remote access sessions will be conducted in a manner that ensures the highest level of security and data integrity.

Record-Keeping: Logs of all remote access sessions will be maintained for auditing and security purposes.

Liability: The Company shall not be liable for any damages or loss incurred as a result of remote access, except as explicitly stated in the MSA or as required by law.

Termination: Either party may terminate this Agreement in accordance with the termination clauses set forth in the MSA.

Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State in which the Company is registered, without regard to its conflict of law principles.

Agreement to MSA and Privacy Policy

In the event of any lapses in clarity or conflicts between this Agreement and the MSA or Privacy Policy, the terms of the MSA and Privacy Policy shall prevail.

Publicity Rights

You agree that "SERVICE PROVIDER" may identify You as a user of the Services in its business deals; press releases; marketing materials; electronic, printed, and broadcast advertising; newsletters; mailings; tradeshows; other promotional materials; on "SERVICE PROVIDER"'s website; or any other third-party website where "SERVICE PROVIDER" or its designated agents may promote the Services. You hereby grant "SERVICE PROVIDER" and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display Your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

Non-disparagement

You agree not to directly or indirectly through a third party engage in any conduct or make any communication (public or private) that disparages "SERVICE PROVIDER" or the Applications or Services in any way. Such communications include, but are not limited to, publishing, posting, printing, disseminating, or otherwise making such disparaging statements on or through the Internet, in any blog, or through any other form of social media. You further agree not to solicit or encourage, directly or indirectly, any such statements, comments, or communications by any third-party. In accordance with the termination provisions below, "SERVICE PROVIDER" may terminate Your access to the Applications or Services if You breach the requirements of this section.

Copyright Infringement

Materials may be made available via the Service by third parties not within our control. We are under no obligation to, and do not, review content transmitted, sent, or received using the Applications or Services for purposes of determining copyright infringement. However, "SERVICE PROVIDER" reserves the right to terminate access to its Applications or Services if a user infringes on others' copyrights, and will, in appropriate circumstances, terminate access to the Applications or Services if "SERVICE PROVIDER" determines that a user is a repeat infringer.

Pursuant to Title 17, Section 512 of the United States Code, all claims of copyright infringement for any material You believe to reside on "SERVICE PROVIDER"'s Applications or Services should be provided in writing to "SERVICE PROVIDER"'s Legal Department at "SERVICE PROVIDER"'s current address as posted on "SERVICE PROVIDER"'s Website, available Technoledge.com

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (1) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (2) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (3) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

Under California Civil Code Section 1789.3, California users of the Service receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N Street, #

Customer Understanding and Acknowledgement of Agreement

The Customer is bound to this Agreement by either the MSA, (Master Services Agreement), continued payment for product(s) or service(s) rendered or any agreement involving a SOW (Statement Of Work) related to this agreement of User Consent Agreement for Remote Access Services.