AITOC, Inc. Service Level Agreement

1. General

This is a legal Agreement between AITOC Inc. and the Customer that covers Support Services performed for the Customer by AITOC Support Team. By purchasing prepaid support time the Customer is asserting with the below-stated Terms and Conditions of the present Agreement. Support team reserves the right to ignore any appeals or requests not falling under the present conditions.

2. Support Terms and Conditions

- **2.1.** AITOC offers a Single Installation License for its Magento extensions. Each license can be used only on one production Magento installation. It can also be used on unlimited number of test Magento installations. All Magento installations where the Product is used should be associated with specific Licenses by registering at AITOC. To register the License the Customer has to specify the domain name of the live site and the development hosts. License registration is optional, but no support will be performed for unregistered licenses.
- **2.2.** Prepaid support time is specific to a project only, not to a module it was purchased with. A project is the web site with all its hosts including sandbox hosts, i.e. a particular installation of Magento with or without modules/customizations set up as a store. Prepaid support time can be used for receiving support for problems associated with any AITOC modules within the project, and for a number of tasks not related to AITOC products.
- **2.3.** The Customer may use the prepaid time to request Magento related support that does not necessary concern AITOC modules. Those services are non-refundable. The scope of offered services is defined by AITOC support team.
- **2.4.** The Customer can buy prepaid support time without buying a module from AITOC. In this case the Customer is required to assign the purchase time to a specific project to get Support Services from AITOC.

3. Purchase of Prepaid Support Time

- **3.1.** All tasks that the Support Team can perform are broken down into categories and complexity level. Each task category/complexity combination is assigned a certain time that is required for performing the task. All this information is contained in the Rates Table which is available at AITOC.com. AITOC reserves the right to change the values in the Rates Table without notifying the Customer.
- **3.2.** Prepaid support time is written-off based on the Rates Table, not on the actual time the Support Team spent on the task.
- **3.3.** In cases when extraordinary support efforts are required, the Customer will be charged extra or will be offered a refund. Under extraordinary support efforts AITOC, Inc. supposes a

request when the required amount of support time turns out to exceed the initially projected by the factor of more than two.

- **3.4.** Support period, the number of available support hours, and the priority level of support are defined by the Customer at the moment of purchase. Support and updates period and the number of available support hours can be extended before the expiration of the initial terms indicated during purchase, but not before the first half of the term is over. Unused Prepaid support time expires when the support period indicated during the purchase is over, unless the Customer chooses to extend it for a discounted price when prolonging the support period.
- **3.5.** If the Customer doesn't purchase enough support in advance, support time can be purchased at AITOC.com at the time when the Customer needs it. The rates of support services acquired separately from the purchase of the products are higher.
- **3.6.** All information about the purchased and used support time is available in the Customer's account area at AITOC.com

4. Processing Support Requests

- **4.1.** All support requests are queued based on when they were submitted. If the Customer duplicates the ticket before it goes into processing, the ticket automatically goes to the end of the queue.
- **4.2.** The Customer shall provide to the Support Team all necessary access information and as detailed problem description as possible. Customer's failure to provide necessary access info shall result in Customer's inability to receive support services.
- **4.3. Priority Support** tickets are always processed first and are queued separately. Support team concentrates all resources on priority tickets until they are all processed. Non-priority tickets are processed only when there are no Priority Tickets.

Priority Support is carried out for Customers who have purchased the Priority Support option when purchasing the module. If the Customer doesn't have enough priority time for the specific task, Support Team will perform the basic problem investigation in priority mode, with the rest of your support being non-priority.

4.4. AITOC Support Team shall provide services via support tickets system on the products' pages. Regular working hours are Monday – Friday, 9 am – 5pm GMT+3.

5. Warranty

The Customer has one-week warranty that becomes effective once the Support Team has finished its work on the Customer's Magento. Within this time the Customer can request additional work if the changes performed by the Support team don't lead to the results that

both parties agreed to before the work started. The Warranty is void if within the warranty period the Customer or any 3rd party developers apply any changes to the project code.

6. Free email support

Inquires that do not imply the support team working on the Customer's host will be answered free of charge if the support period is valid for any of the Customer's AITOC modules within the project. Support team shall provide to the Customer minimal written consultation over email to direct the Customer towards the possible solution of the problem.

7. Bugfixes

Bugs in the Products are fixed and made available to the Customer free of charge within the free updates term that the Customer has indicated during the purchase. The Customer may report bugs to AITOC team to speed up the bugfix process. The information about fixed bugs shall be available in the Changelog tab of each product. It is Customer's responsibility to check for new Product updates.

8. Validity of Support Term

Support services are available granted that a project has at least one AITOC module with valid support term. Once that term is over, the support team has the right to refuse answering questions, ask the Customer to extend the support term, and process Customer's inquiry last in queue, no matter how urgent and important it is. Support Team shall provide advice on how a problem might be fixed, but if the solution requires the involvement of AITOC support team, the Customer would have to purchase more prepaid support time.

9. Refunds

9. 1. Product Refunds

Customer may demand a refund for any AITOC Inc. Product within a 30-day period from the date of purchase. Any clarification of Customer's refund claim within the 30-days period is optional. AITOC staff will check the compliance of all License information before resolving money refund issue. AITOC Inc. reserves the right to deny money refund claimed within the stated period if Customer's License info is incomplete and/or incorrect. Refund requests submitted after the expiration of the 30 days period shall not be accepted.

9. 2. Services Refunds

Refunds of support time that was purchased together with the Product shall be processed only together with the Product refund within 30 days from the purchase date, and only when it hasn't been used. Refunds of money paid for support services that were purchased separately from the Product shall not be issued.

9.3. Refund Process

AITOC Inc. considers its Products or Services refunded when the money has been withdrawn from its account. If no notification of non-acceptance has been received from client within 10

bank days, product is treated as refunded. The Customer is obliged to uninstall the product before requesting the refund and terminate all its copies and derivatives within the 5 bank days starting from the day of initiation of money refund process.

AITOC Inc. is not responsible for any damages neither with Magento running, nor with business profits or information occurring due to enforced manual deleting of refunded Product or its derivatives.

10. Changes in Conditions

AITOC Inc. reserves the right to modify these agreement terms at any time. It is solely Customer's responsibility to inquire about any changes made to the present Agreement.

Last updated on July 18th, 2013.