

TERMS OF SERVICE

This Agreement is entered into by and between «Account_accountname», hereafter referred to as "Customer," and BKO Inc., dba Technolink of the Rockies, a Colorado domestic for-profit corporation, hereafter referred to as "TOR."

Whereas, Customer desires to purchase hardware and/or software and/or services from TOR and TOR agrees to provide said hardware and/or software and/or services; and

Whereas, Customer desires for TOR to perform for Customer various services, including the installation of computer software, upon the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Customer agrees to pay TOR for services performed, as set forth by the following fee schedule:

An hourly fee (also referred to herein as "Standard Rate") per hour for Services as defined herein below;

An hourly fee at the applicable "Standard Rate" x 1.5 per hour for all Services after Business Hours, defined herein;

An hourly fee at the applicable "Standard Rate" x 2.0 per hour for all Services on Holidays;

Holidays are defined as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday and Friday) and Christmas Day. These days are subject to change depending on the days in which these Holidays fall during any calendar year. Prior notice shall be given via customer portal and/or e-mail upon the determination and/or change of any Holiday date.

This schedule is collectively referred to as "Services".

As used herein, Services shall be billed at a minimum of 1 hour, and in 1 Hour increments thereafter, whether performed onsite, remote, or both and shall also include time incurred travelling to and from Customer's location where applicable.

As used herein, Standard Rate shall apply to any time where a member of our technical team and/or our consulting team has been engaged or involved in the supporting of items, discussion, consulting, analysis, strategizing, architecting, engineering, tasks, or processes that include but are not limited to:

1. Hardware, software, and/or services which comprise a local area, wide area, mobile and/or wireless network.
2. Network administration, monitoring, and/or management
3. Specific issue resolution
4. Development of business processes, technology direction, diagrams/workflows
5. Application documentation and/or training

Business Hours are defined as 8:00am to 5:00 pm Monday through Friday, Mountain State Time.

Upon acceptance of any given quote, proposal, and/or statement of work, 50% of all labor charges and hardware and software costs are due. The balance plus any applicable sales taxes are due upon delivery and/or completion of proposed hardware and/or software and/or services. **Customer is responsible to pay applicable out-of-state sales taxes.**

Additional customer provided hardware and/or software and/or services, can be installed or addressed, however, unless specifically indicated on the quote, proposal, and/or statement of work, installation of customer provided hardware and/or software and/or services is not included as part of said proposal and shall be chargeable to Customer at the above referenced rates.

Responsibilities of the Customer: The Customer will obtain all necessary consents of its landlord or building owner to the installation of the equipment and any other necessary approvals and permits and will pay any charges therefore. **CUSTOMER IS ALSO RESPONSIBLE FOR ORDERING DISCONNECTION OF ALL EXISTING NETWORK/CARRIER SERVICES. UNDER NO CIRCUMSTANCES WILL TOR BE RESPONSIBLE FOR ANY ADDITIONAL CHARGES DUE TO CUSTOMERS FAILURE TO ORDER DISCONNECTION OF SERVICE FROM CURRENT NETWORKS/CARRIER (S).** The Customer is responsible for providing an adequate area for installation of the equipment, which shall include necessary electrical outlets and be maintained within necessary environmental specifications. The Customer will pay an additional charge for any required fire coded cable or conduit and for any installation costs incurred in connection with complying with state or local regulations relating to standards for earthquake resistance or seismic safety. In the event the total purchase price includes the cost of installation, the Customer shall pay (or reimburse TOR) for any installation costs (whether for materials or labor) that is outside the scope of work for the installation specifically described in signed Customer scope of work.

Although TOR will undertake to perform Services in accordance with Customer's requests, TOR disclaims all warranties, either express or implied for any particular result and Customer acknowledges and agrees that TOR shall not be liable to Customer for any claims or damages in the event that, after reasonable efforts, TOR is unable to achieve the result requested by Customer.

Title to any listed hardware and/or software herein being purchased is retained by TOR until complete and full payment of all outstanding invoice(s) is paid for by Customer, regardless of whether Customer has paid a specific invoice which may itemize a specific item of hardware and/or software. Once all of Customer's invoices have been paid to TOR, title shall pass to the Customer. Customer authorizes TOR to take whatever reasonable actions are necessary to protect its security interest in any goods sold to Customers on credit. Further, Customer grants TOR authorization to enter upon its premises for removal of any listed hardware and/or software for any unpaid invoice(s). While Customer acknowledges that TOR has no obligation to accept return of any said listed hardware and/or software, in the event TOR accepts return or repossesses any listed hardware and/or software, Customer will remain liable to TOR for 50% of the original purchase price of said listed hardware and/or software as a restocking charge.

Risk of loss of, or damage to, any equipment passes to the Customer upon delivery of said equipment to Customer's delivery address.

Invoices not paid within 30 days of delivery and/or completion of hardware and/or software and/or services (whichever shall first occur) shall accrue interest at the rate of 21% per annum. Invoices not paid within 45 days will result in suspension of all services to Customer.

Customer understands and acknowledges that most, if not all, software products are protected by various copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Additionally, most, if not all, software products are licensed and not sold. Further most, if not all, software products require the end user to agree to a license agreement with the software vendor. Included within many such license agreements are restrictions on the use of the software and the requirement of a license for each computer for which the software is installed.

Proper licensing of Customer-provided software is Customer's sole responsibility. Customer understands and acknowledges that for any software which Customer provides to TOR and requests TOR to install, that it is the Customer's sole responsibility to ensure that Customer has a valid license for each computer on which the software is installed in the event said license is a requirement of a licensing agreement with a vendor. Additionally, it is the Customer's sole responsibility to adhere to various copyright laws and international copyright treaties, as well as other intellectual property laws and treaties and any other terms required under any licensing agreement with software vendors and not the responsibility of TOR. Customer agrees to indemnify, defend, and hold TOR harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) Customer's breach of any licensing agreement; (2) any claimed violation by Customer of copyright law; or (3) any Customer violation of any law or the rights of a third party.

Notwithstanding anything to the contrary contained herein, Customer acknowledges and agrees that all information, including but not limited to plans, site surveys, roadmaps, business intelligence, and any disclosed or observed processes, whether presented in person, electronically, in printed form or any other way by TOR, (hereinafter "TOR's Work") is considered confidential and the intellectual property of TOR. No part of the TOR's Work may be utilized, duplicated, implemented, incorporated, reproduced or transmitted in any form by any means by the Customer without purchase from TOR or the express written permission of TOR. TOR shall be entitled to avail itself of any remedies available to TOR at law or in equity.

In the event that TOR is at any time named or joined as party in any suit or other action against Customer for any reason, then Customer hereby agrees to further indemnify, defend, and hold harmless TOR from all liability, costs and expenses, losses and damages, demands, claims and judgments, including, without limitation, payment of attorneys' fees, with respect to such suit or other action and TOR shall have no obligation or liability therefore. The only exception from this indemnification is software purchased from TOR and used as directed by TOR.

Unless otherwise modified by Customer and TOR, TOR hereby expressly disclaims all warranties either expressed or implied and further disclaims any warranty of merchantability or fitness for a particular purpose for any and all sales of product and/or provision of Services. Customer acknowledges that TOR shall not be obligated to Customer for any damages, including, but not limited to, special, incidental or consequential damages arising out of or in connection with any hardware and/or software and/or services purchased by Customer or for any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with any hardware and/or software and/or services performed by TOR, whether in a contract or tort action including negligence even if TOR has been advised by Customer of the possibility of such damages. This disclaimer by TOR in no way affects the Customer's rights under the term of a manufacturer's warranty, if any.

Further, TOR shall not be liable to Customer for any damages whatsoever, whether special, incidental and/or consequential, resulting from any breach of confidentiality, any breach of Customer or TOR data security, viruses, acts of God, including, electrical surges or spikes, defective software, software installed by any person or firm, failures caused by Customer's employees, agents, invitees, defective equipment or other faults or failures, including, but not limited to, loss of data, man hours, equipment failure or other arising through fault or failure. Any repairs for said damages shall be chargeable to Customer.

Should any part of the performance of any agreement between Customer and TOR be prevented, hindered, delayed or otherwise made impractical by reason of any flood, riot, fire, acts of God, strike, explosion, earthquake, war or any other cause beyond the control of TOR, TOR shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to a cap of 15% of the contract value as attorney's fees, plus costs and expenses in addition to any other relief to which such prevailing party may be entitled.

Customer hereby acknowledges receipt of a true and correct copy of this writing and that this Agreement shall be construed in accordance with the laws of the State of Colorado. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The exclusive place of arbitration shall be Douglas County, Colorado, for enforcement of this Agreement.

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior discussions and agreements between the parties with respect to the subject matter of this Agreement. No alteration or modification of this Agreement shall be binding unless agreed to in writing by the parties. This Agreement shall be binding on and inure to the benefit of the heirs, successors, administrators, executors and assigns of the parties hereto.

The parties executing this Agreement on behalf of the parties represents that he/she is authorized to and has the capacity to execute this Agreement on behalf of the respective parties.

BKO. Inc., dba Technolink of the Rockies

«Account_AccountName»

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____