

**GENERAL:** We ask that you read the following Service Agreement, which constitutes an agreement that covers your use of our services ("agreement"). In this agreement "we", "us", and "Systek" refers to Field Services Integrated Solutions LLC, a Texas limited liability corporation; Doing Business As "Systek Computing". "You", "Client", "Me", "I", and "Customer" refer to the user, viewer and signer of this agreement. "Job", "Service", "Goods", "Software", "Hardware", and "Products", refers to any product sold, software, hardware, or services rendered to Client. By requesting any service or purchasing any products through Systek, you acknowledge that you have read, understand, and agree with these terms. If you do not wish to be bound by these terms, please do not request our services.

**RESIDENTIAL CLIENT PRICE:** Client agrees to pay a service charge of \$125 for the first hour including travel (with-in 20 miles) and \$22.50 for every ¼ hour after the first hour for Systek to perform onsite services for any residential Client. Furthermore, Client agrees to pay any and all fixed priced services that are ordered, including any diagnostic fees. There is a \$35 charge for returned checks. Systek reserves the right to refuse service, change fees and change rates at any time without notice. Client agrees to pay Systek in full at the completion of service.

**BUSINESS CLIENT PRICE:** Client agrees to pay a service charge of \$125 for the first hour including travel (with-in 20 miles) and \$22.50 for every ¼ hour after the first hour for Systek to perform on-site services for any business Client. Furthermore, Client agrees to pay any and all fixed priced services that are ordered, including any diagnostic fees. There is a \$35 charge for returned checks. Systek reserves the right to refuse service, change fees and change rates at any time without notice. Client agrees to pay Systek in full at the completion of service unless other arrangements have been agreed to in advance by Systek.

**LIABILITY:** Client agrees to release and hold harmless Systek from any and all liability associated with the performance of service or the provision of parts, and acknowledges also that Systek offers no explicit or implied warranty or guarantee on services performed or parts provided. Client agrees to release and hold harmless Systek from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of Systek, its agents or service representatives, even if Systek has been advised of the possibility of such damages. To the extent that a state does not permit the exclusion or limitation of liability as set forth herein, Systek's liability is limited to the extent permitted by law in such states.

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL SYSTEK, OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY WHATSOEVER FOR ANY COMPENSATORY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, LOSS OF USE, LOST PRODUCTION, LOST DATA, OR COST OF REPLACEMENT HARDWARE OR SOFTWARE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PERFORMANCE OF CERTAIN REPAIR SERVICES TO THE CLIENT'S HARDWARE BY SYSTEK MAY VOID CERTAIN WARRANTIES PROVIDED BY THE MANUFACTURER OF SUCH HARDWARE. CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL SYSTEK OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY WHATSOEVER FOR ANY ACTUAL, COMPENSATORY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES AS A RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

**ACCESS AND PERMISSION:** Client grants Systek, its agents and service representatives, access and permission to physically disassemble any and all computer systems, components, networks, and peripherals. Client grants Systek, its agents, and service representatives, permission to perform modification to Client's home or office property for the purpose of installing or troubleshooting computer and networking hardware. Client grants Systek, its agents and service representatives, permission to download and install software on Client's computer and network. Client grants Systek, its agents and service representatives, permission to install hardware in Client's computer and network.

**LAW AND JURISDICTION:** The exclusive venues for all disputes arising out of or in connection with this agreement shall be in Brazos County Court, Texas, and Client submits to jurisdiction in that court or a state court with jurisdiction over Brazos County, Texas. Client further agrees to pay all expenses and

attorney's fees associated with such litigation. Client agrees that the service technician may be an independent contractor whose services were arranged for by Systek and that Systek does not have control over the manner in which the technician performs his or her services.

**RISK OF LOSS:** Systek strongly recommends that Client safeguard critical data by backing up data prior to any services performed by Systek. Client is responsible for any backup, archiving, or protective storage as well as restoration, if required, of Client's data prior to any services rendered (including backup services). Client is responsible for checking the completeness of hardware at each time of purchase. Shortages, missing parts or errors must be claimed by Client within two (2) working days after receipt, otherwise delivery is deemed complete. Client shall give Systek further reasonable time to cure any errors discovered within the above mentioned two (2) working days. Systek is a provider of billable computer services. Neither the signing of this agreement nor the performance of services by Systek implies availability of telephone technical support. Furthermore, Systek or any of its agents and service representatives reserves the right to refuse service to anyone.

**FORCE MAJEURE:** In the event that Systek's performance is prevented or delayed by strikes, riots, lockouts, war, embargoes or exceptional impediments to transportation, earthquake, fire, action by Federal, State or local government or authority, action by foreign powers, acts of God, reduction of sources or supply or any cause or circumstances, not limited to the above, which is beyond Systek's reasonable control, Systek shall not be held liable for the consequences thereof and the obligation to make delivery or perform warranty service shall be suspended while the causes are in effect until the resumption of work after termination of the causes. The forgoing shall apply even though one or more of the causes exist at the time of the order or occur after Systek's performance of its obligations is delayed for other causes.

**DISCLAIMER OF WARRANTIES ON ALL SOFTWARE:** Systek makes no warranties, either express or implied, with respect to all software and accompanying manuals and materials of products or software purchased, regardless of their source, their quality, performance, merchantability or fitness for any particular purpose. All such items are sold or licensed to the Client by Systek on an "as is" basis. The entire risk as to their quality and performance is held with the Client. Should such software prove defective following their purchase, Client assumes the entire cost of all necessary servicing, repair, or correction and any incidental or consequential damages resulting from any defect in such software, in no event will Systek or its suppliers be liable for direct, indirect, or incidental or consequential damages resulting from any defect in any software, even if Systek has been advised of the possibility of such damages. Systek, its hardware or software suppliers, makes no warranty, express or implied, concerning the applicability of any hardware or software to any specific purpose. Systek accepts no liability for loss of damaged caused or alleged to be caused directly or indirectly by computer equipment or software sold by Systek, including but not limited to any interruption of service, loss of business or anticipatory profits or special or consequential damages resulting from the use or operation of such computer equipment or computer software.

**PAYMENT:** Unless otherwise agreed, terms are cash, check, or Visa/MasterCard upon delivery of goods or services. Client agrees to pay the total purchase price including shipping and handling, and any sales taxes arising from the use of the products according to the payment terms specified on this document. Invoice becomes past due the day after the terms stated. A service charge of two percent (2.0%) per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Client's outstanding balance, which is not paid within thirty days of completion of service. If Client fails to fulfill its payment obligation, Systek may withhold deliveries and suspend performance, including but not limited to any returns or exchanges. As security for payment of any sum due under any agreement between Client and Systek, Systek shall have the right to retain possession of, and shall have a security interest in, all Client's property in its possession and shall have a purchase money security interest and right of possession in goods already given to Client. Client agrees to execute any financing statements or provide any documents to Systek to protect security interest. If Systek brings any legal action to enforce this agreement, Systek shall be entitled to recover all reasonable costs and expenses incurred, including but not limited to attorneys' fees, suit fees and court costs from the Client. Systek reserves the right to

suspend or terminate any credit term granted to Client. The purchaser as per Federal law shall pay all costs related to the collection of payment.

ALL HARDWARE AND SOFTWARE PURCHASES ARE THE PROPERTY OF SYSTEK UNTIL THE INVOICE AND SERVICE PERFORMED IS PAID IN FULL. IF ANY SERVICE IS NOT PAID IN FULL AND PICKED UP WITHIN 30 DAYS FROM THE DATE OF SERVICE, THE CLIENT GIVES UP THE RIGHTS TO THE OWNERSHIP OF SUCH ITEMS. THE ITEMS WILL BECOME THE SOLE PROPERTY OF FIELD SERVICES INTEGRATED SOLUTIONS LLC, AND MAY BE RESOLD OR USED WITHOUT ANY LIABILITY OR REFUNDS TO THE CLIENT. SAID ITEMS WILL BECOME PROPERTY OF FIELD SERVICES INTEGRATED SOLUTIONS LLC. AND WILL BE USED, RESOLD, DISMANTLED OR DONATED AS SUCH. ANY REMAINING BALANCES ON YOUR ACCOUNT MUST BE SETTLED IN FULL.

**RETURNS, REFUNDS, EXCHANGES, and WARRANTIES:** All software, hardware, and service orders are final and sold "as is". Under no circumstances will refunds be provided to Client from Systek. Most hardware sold contains manufacturer's limited warranties against defects. Systek will do its best to help Client file claims for these manufacturer warranties where possible, but Systek cannot guarantee acceptance. Client agrees that Systek will not be liable for any denials to claim any such warranties.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ENTIRE SERVICE AGREEMENT. I ALSO AGREE THAT SYSTEK IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR DAMAGE SUFFERED FROM THE LOSS OF THAT DATA. I AGREE TO INDEMNIFY SYSTEK FOR ANY LOSS OR DAMAGE SUFFERED BY ANY THIRD PARTY ARISING, IN ANY WAY, OUT OF LOSS OF THAT DATA. I UNDERSTAND THAT ALL ITEMS WILL BE THE PROPERTY OF SYSTEK UNTIL FULL PAYMENT FOR ALL SERVICES & PRODUCTS ARE RECEIVED. I FURTHER AGREE TO PAY SYSTEK FOR ALL SERVICES, HARDWARE, AND SHOP FEES ASSOCIATED WITH THE SERVICES PROVIDED WITH-IN 30 DAYS OF COMPLETION OF THE WORK PERFORMED AND IF I DO NOT PAY WITH-IN 30 DAYS, THE ITEMS WILL BECOME THE SOLE PROPERTY OF FIELD SERVICES INTEGRATED SOLUTIONS LLC, AND MAY BE RESOLD OR USED WITHOUT ANY LIABILITY, REFUNDS, OR REPERCUSSIONS FROM ME.**

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Company Name \_\_\_\_\_ Client Signature \_\_\_\_\_ Customer Name \_\_\_\_\_ Date \_\_\_\_\_