

CorePoint360, LLC

• **SERVICE ORDER** •

597 Morse Ave Sunnyvale, CA 94085-3653 • 408-739-5462
help@corepoint360.com

Date:

Client Name and Address

CorePoint360, LLC will perform the work described below (the “Services”) subject to the terms and conditions of this Service Order.

Services

Service Fee; Special Payment Terms

\$225/hour, one hour minimum for on-site service, payment due upon receipt of invoice for service

[] If this box is initialed by CorePoint360, LLC, then the limited warranty given on the attached Additional Terms and Conditions applies.

By signing below, the person executing this Service Order agrees that he or she has read the terms of this Service Order (including the Additional Terms and Conditions and any additional provisions on the attached sheet(s), understands them, agrees to them, and is authorized to execute this Service Order on behalf of the Client.

Signature

Date

Printed Name

CorePoint360, LLC

Additional Terms and Conditions

Responsibility for Backup. Client acknowledges that he or she has been advised to backup any software or data on the computer system to be worked on by CorePoint360, LLC and that CorePoint360, LLC shall not be responsible for any data which is lost or corrupted in the course of the performance of the Services.

Payment Terms. Unless otherwise stated on this Service Order, payment of the Service Fee is due in full upon completion of the Services. Late payment is subject to interest at the lesser of 12 percent per annum or the highest rate permitted by law.

Confidentiality. Any data on Client's computer system and any passwords disclosed to CorePoint360, LLC during the performance of the Services shall be kept confidential and shall not be disclosed or used for any purpose other than for performance of the Services.

Additional Services. Advice provided over the telephone and other services furnished by CorePoint360, LLC to Client, which are not specifically described in this Service Order and which are provided subsequent to the time this Service Order is signed by Client, shall be governed by the terms and conditions in this Service Order. Such additional Services shall be subject to CorePoint360, LLC's regular rates for such Services, including travel time, unless such fees are waived by CorePoint360, LLC.

Limited Warranty. If the warranty box on this Service Order is initialed by CorePoint360, LLC, then CorePoint360, LLC warrants that the Services will conform to the results stated in the Services description. Such warranty shall begin when the Services are completed and shall continue in force for 30 days thereafter. If during the warranty period Client believes that the warranty is not being met, then Client shall report such nonconformance to CorePoint360, LLC during the warranty period, and CorePoint360, LLC shall use reasonable commercial efforts to remedy the problem within a reasonable time or develop a workaround. This warranty covers labor only and does not include repairs necessitated by changes made to equipment by anyone other than CorePoint360, LLC after the Services were performed or damage to equipment by unsuitable environment, vandalism, neglect, or other abnormal causes. Work performed which is not covered by the warranty will be at CorePoint360, LLC's regular rates for such work. The foregoing warranty is the sole and exclusive warranty concerning the Services. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the warranty box is not initialed by CorePoint360, LLC, then the Services are provided without warranty of any kind.

Limitation of Liability

In no event shall CorePoint360, LLC be liable for indirect, special, or consequential damages arising from the performance of the Services, including without limitation loss of data and loss of profits, even if advised of the possibility of such damages. CorePoint360, LLC's liability to Client shall in no event exceed the fees charged for the Services.

Properly Licensed Software. Client agrees to indemnify CorePoint360, LLC from and against any costs and liabilities arising from a claim by a third party that the software on Client's computer system or which Client requests CorePoint360, LLC to install on that computer system, is not properly licensed to Client in the configuration or use selected by Client.

Entire Agreement; Modification. This Service Order contains all the terms and conditions under which the Services will be performed. It supersedes and cancels prior oral or written agreements concerning the same services. No contractual terms on a Client purchase order shall have any force or effect. This Service Order may not be amended or modified except by a document signed by both parties.