



## Standard Terms and Conditions of Sale

CSIT, Inc. dba SirviS, ("Sirvis"), is located at 14 Inverness Drive East Suite E-200 in Englewood, CO 80112. SirviS provides engineering expertise, resource planning and project management as an all-in-one, transformative IT solution.

Customer is anyone that engages SirviS to provide products, implementation support, managed monitoring and cybersecurity services for the Customer. Customer understands, agrees, accepts, and acknowledges that any products, labor, implementation support, managed monitoring, and cybersecurity services provided to Customer by SirviS is an addition, alteration, repair, and improvement to a building of or property of the Customer or the Customer's customer. SirviS will provide the technical expertise, documentation, and list of recommendations to complete the project. Services may be performed on existing production hardware and software.

### **1. TERMS OF SERVICE**

Customer shall complete, sign, and submit a SirviS Credit Application and sign and submit a SirviS Statement of Work, ("SOW"), and submit a purchase order to SirviS before SirviS will begin providing services to Customer. The Credit Application, the SOW, these Terms & Conditions, ("T&C"), Customer purchase orders, SirviS Order Confirmation, and SirviS invoices to Customer are the exclusive terms and conditions governing the sale and purchase transaction between Customer and SirviS.

### **2. PAYMENT FOR SERVICES**

Payment for materials and professional services provided to Customer by SirviS and the applicable taxes shall be payable fourteen (14) days after receipt of invoice by Customer or per the terms indicated on the SirviS invoice. Issues arising from invoices must be in writing and received by SirviS within seven (7) working days from the date of the invoice. In case of conflicting terms between T&C or SOW documents, the Invoice terms shall take precedence. SirviS may choose to withhold services if Customer's account is past due. Customer shall pay all costs involved in collecting its overdue accounts including interest and reasonable attorney's fees. All past due accounts shall bear interest at the rate of 2% per month on the outstanding balance, or the maximum legal rate, whichever is higher. Customer understands, accepts, and agrees that SirviS may file a mechanic's lien in the process of collecting any money Customer owes SirviS.

### **3. REPRESENTATIONS AND WARRANTIES**

SIRVIS MAKES NO REPRESENTATION OF OR ANY EXPRESS WARRANTY REGARDING ANY PRODUCT OR SERVICE PURCHASED BY CUSTOMER FROM SIRVIS EXCEPT THOSE STATED HEREIN. SIRVIS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY PRODUCT OR SERVICE PURCHASED BY CUSTOMER FROM SIRVIS, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

### **4. LIMITATION OF LIABILITY**

IN ANY AND ALL CIRCUMSTANCES SIRVIS' MAXIMUM LIABILITY IS LIMITED TO THE AMOUNT ACTUALLY PAID TO SIRVIS BY THE CUSTOMER FOR THE SERVICES. SIRVIS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE SERVICES SOLD TO CUSTOMER WHICH EXCEEDS THIS LIABILITY LIMIT. SIRVIS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CLAIMS FOR ANY CONSEQUENTIAL DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT SIRVIS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

### **5. CORRECTION OF DEFECIENT PERFORMANCE**

At any time during SIRVIS' performance of the Services, and/or upon completion of same, Customer shall have the right to review the Services for SirviS' compliance with the requirements of all applicable Work Orders. In the event that any of the performances are deficient or incomplete, SirviS shall have ten (10) days to correct such deficiencies following receipt of written notice from Customer. Customer's failure to notify SirviS of such deficiencies does not relieve Customer from paying all invoices in full.

### **6. LICENSES OR PERMITS**

Customer has engaged SirviS to make an addition, alteration, repair, and improvement to a building of or property of the Customer, or Customer's customer, pursuant to the terms of these Terms and Conditions and any signed SOW. If any licenses or permits are required for SirviS to make any of these changes to the building of or property of Customer, or Customer's customer, it is the Customer's sole responsibility to obtain the licenses or permits. Customer shall provide to SirviS a copy of any and all required licenses or permits or if no licenses or permits are required, prior to SirviS beginning work on the project Customer shall provide

SirviS a signed written notice that no licenses or permits are necessary for SirviS to make changes to the building of or property of Customer, or Customer's customer.

**7. CHANGES IN SERVICES / WORK ORDER(S)**

Customer may request changes in the Services identified in any Work Order (which may consist of additions, deletions or other revisions) provided that the compensation to SirviS for any modification to the Services is adjusted accordingly. Any changes to a Work Order must be authorized by a written change order ("Change Order") signed and approved by the Parties.

**8. INDEPENDENT CONTRACTOR**

Any Statement of Work or Work Order shall not render SirviS or any SirviS Representative to be considered an employee of Customer or Subcontractor, or a partner, agent of or joint venture with Customer or Subcontractor for any purpose. SirviS and each SirviS Representative shall remain an independent contractor hereunder. SirviS shall select the methods and means of performing the Services provided to Customer, and Customer's only right in this regard is to assure that SirviS meets (or exceeds) all applicable standards of performance. SirviS, including any SirviS representative, shall have no right to make any representation or warranty on behalf of SirviS or Customer or otherwise have any authority to bind SirviS or Customer in any manner whatsoever. Customer shall not be responsible for withholding any taxes with respect to SirviS' compensation. Neither SirviS nor any SirviS Representative shall have any claim for any employment benefits (e.g., vacation pay, sick leave, retirement benefits, disability benefits, social security, worker's compensation, unemployment benefits, health insurance, etc.) whatsoever from Customer.

**9. CHOICE OF LAW; JURISDICTION, VENUE**

All Agreements between Customer or Subcontractor and SirviS shall be deemed to have been entered into in the state of Colorado, U.S.A., and the laws of the State of Colorado shall apply to the interpretation and enforcement of this Agreement, and the rights, duties, and obligations of the Parties for any dispute between the Parties, without regard to its conflict of laws principles. The Parties agree and consent to the jurisdiction of the Colorado courts and the venue for for any dispute between the Parties.

**10. DISPUTE RESOLUTION / ARBITRATION**

The parties agree that any dispute arising between the Parties will be resolved as quickly as possible. Any controversy or claim arising out of or related to the Customers engagement of SirviS shall be settled by arbitration. The arbitration shall be conducted in Denver, Colorado by a single arbitrator chosen by SirviS under the then current rules of the American Arbitration Association. SirviS will chose an arbitrator knowledgeable in business and Information Technology (IT). In such arbitration, the arbitrator is not empowered to award punitive or exemplary damages, nor may the arbitrator award incidental or consequential damages, including damages for lost profits, and the Parties hereby waive their right to recover such damages. The arbitrator shall award to the prevailing Party in the arbitration that Party's reasonable costs and expenses incurred, interest and its attorneys' fees. Judgment on the arbitration award may be entered in any court having jurisdiction. Notwithstanding the foregoing, this arbitration clause shall not preclude any Party from seeking provisional remedies in court, including without limitation, by way of an equitable action by which a Party seeks temporary and/or preliminary injunctive relief, without the necessity of posting a bond, or a court action in aid of arbitration.

**11. NOTICE**

Any notice required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, or transmitted by electronic mail or overnight courier, or on the third (3rd) business day following deposit in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested.

**12. ORDER OF PRECEDENCE**

These terms and conditions shall govern any Work Order (including any P.O. and/or SOW), quotation, task order, attachment or other related documents concerning the Services undertaken by SirviS or a Subcontractor. Whenever possible, the terms of this Agreement and any SOW shall be construed together to give effect to each however, in the event of any conflict between the terms of this Agreement and a SOW, the terms of the SOW shall control but only with respect to the certain Services or other matters set forth therein.

### **13. SEVERABILITY**

In the event that any one or more terms or provisions of these Terms and Conditions shall be held illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part these Terms and Conditions; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.