

## AGREEMENT FOR COMPUTER REPAIR, SERVICE, SALES, & MAINTENANCE

Customer (hereinafter referred to as "Customer" or "End User") agrees to purchase and iLink Technology, Inc., a California corporation (hereinafter referred to as "iLink Technology") agrees to furnish at the Customer's location, or other agreed upon facility, the installation, repair, and/or maintenance service on the computer, hardware, software, peripherals, and/or network systems of Customer in accordance with the terms and conditions contained in this Agreement. These terms and conditions shall also be applicable to all product sales, whether sold by iLink Technology directly, through its website online, or in connection with any service work done at Customer's location.

Unless otherwise agreed in writing by iLink Technology, the following terms and conditions, including definitions and interpretations, govern the sale of all products and services by iLink Technology. iLink Technology will not be bound by any terms and conditions proposed by Customer in its purchase order or otherwise, which are additional or different from the terms and conditions herein.

### Definitions and Interpretation:

"Customer" means the person, company, or other entity however constituted to whom the product, material, hardware, software, license or service is offered or provided.

"Delivery" means the date of receipt by Customer of hardware, software, materials, licenses, or any other product at Customer's designated location. In the case of services, "Delivery" means upon the completion of Services provided, or any portion thereof agreed upon in advance in a contract or writing signed by both customer and iLink Technology, Inc.

"License" means the software license grant and license terms and conditions of use by the grantor, whether sold or provided to Customer by iLink Technology or any other grantor of such license. Each software license has a corresponding license fee.

"Product" means hardware, software, materials, licenses or any other items manufactured or offered for sale by iLink Technology, its affiliated suppliers, or any other supplier's or manufacturer's equipment, products and/or services offered for sale by iLink Technology to Customer.

"Purchase Order" means Customer's document for the acquisition of Products and/or Services, exclusive of any and all printed terms and conditions contained therein.

"Services" means any and all types of functions performed by iLink Technology, its employees, subcontractors, affiliates, suppliers and vendors, including but not limited to computer systems design and integration, hardware and software installation, systems administration and management, computer repair and maintenance services, on- and off-site I.T. support, applications engineering and training, on- site engineering and systems analysis, and training. Services are not products as defined above and additional fees apply for services.

"Shipment Date" means the date on which iLink Technology has scheduled shipment of products to customer.

"Software" means the set of instructions, programming and code which allows hardware and non-intelligent products to store, manipulate and/or process information. Software is sold by iLink Technology and licensed by its suppliers separately or as part of a Product sale. Software may come installed in a computer or other I.T. product or device, or be installed by iLink Technology, its suppliers or affiliates as a Service.

"Statement of Work" means iLink Technology's document which describes in detail the work or services to be performed and any products or personnel to be supplied.

Interpretation is defined within this document as follows: The singular includes the plural and conversely the plural includes the singular. Headings are for convenience only and do not affect interpretation. These Definitions and Interpretations, as well as all the terms and conditions included in this document are a part of this document and shall prevail in the case of any disagreement between iLink Technology and Customer.

1. **Initial Inspection and Repair.** When Customer calls to set up an appointment, iLink Technology will review Customer's problem(s), computer equipment and systems, and any additional requirements. If an on-site visit is required, the iLink Technology Technician shall make an inspection of all computer equipment and systems to be repaired, serviced or maintained hereunder. Any repairs and adjustments deemed necessary by iLink Technology to bring the equipment and systems up to good operating condition less normal wear and tear shall then be made. All costs of inspections, repairs, materials, and adjustments shall be at Customer's expense and shall be at the current iLink Technology per item charges and/or hourly rates for these services plus the list price of any hardware, software, peripherals, parts, and licensing required in connection with any repair, service, or maintenance performed by iLink Technology according to the extent of work required.
2. **Term of Agreement.** This Agreement shall become effective for each purchase order or request for repair or service by Customer upon the date accepted by iLink Technology and, except as provided in Article 14, "Termination," shall continue for a term of thirty (30) days from the service date of each work order, or upon completion of repair, whichever occurs earlier. iLink Technology reserves the sole right to accept or decline any purchase order or request for repair or service at its sole discretion for any reason whatsoever.
3. **Responsibilities of iLink Technology, Inc.** iLink Technology shall install, repair, service, maintain, and restore Customer's equipment and systems to good operating condition, less normal wear and tear. Pursuant to the above, iLink Technology shall provide the following:
  - a. Computer installations, repair, service, and maintenance which shall be performed during normal working hours at a time mutually agreeable to the Customer and iLink Technology.
  - b. Provide remedial repair and maintenance when notified that the equipment is inoperative or in need of repair.
  - c. iLink Technology will provide and install new computers, peripheral equipment, parts, software, and any necessary software licenses required in conjunction with the subject repair and maintenance services provided by iLink Technology at list price, the expense of which shall be borne by Customer. Replaced parts or equipment shall remain the property of Customer unless Customer requests removal and/or disposal by iLink Technology in which case replaced parts shall become the property of iLink Technology, if agreed to by iLink Technology.
  - d. If Customer, either before or after scheduled service work, causes modifications to be made, or accessories or devices not covered by this Agreement to be added to the equipment being repaired or serviced by iLink Technology, then repair and maintenance service will be supplied thereafter only upon mutual agreement between Customer and iLink Technology. If the modifications or additions increase the repair and maintenance costs of equipment covered hereby, then the repair and maintenance charges shall be accordingly adjusted by iLink Technology, and Customer shall pay such charges.
  - e. While most products can be repaired on-site, some products, due to their sensitive and technical nature, require the controlled environment of a factory-authorized service center; therefore, on-site repair is not always possible.
4. **Service Hours.** For the charges set forth on page 1 hereof, iLink Technology will furnish "on call" repair and maintenance service from 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays. Charges for repair and maintenance service outside the hours specified above shall be at 1 and ½ times iLink Technology's regular rate for the contemplated services, computed to the nearest one-half (1/2) hour, with minimum charge of two (2) hours per call.
5. **Responsibilities of Customer.** Customer shall provide, free of charge, and with full access, adequate working space, adequate light, heat, ventilation, electrical current, and outlets for the use of iLink Technology repair and maintenance service personnel.

- a. Customer shall not abuse, misuse, neglect or attempt any repairs or maintenance of the equipment covered hereby. Any added costs to iLink Technology for repairing or maintaining the equipment because of violation of this provision shall be charged to the Customer. Likewise, all cost of repair and maintenance, whether or not attributable to normal wear and tear, normal malfunction, or iLink Technology negligence, shall be charged to the Customer at iLink Technology's applicable per item and/or hourly charges, and list price for parts.
  - b. Customer shall always allow iLink Technology full and free access to the equipment subject to Customer's industrial security rules.
  - c. Customer shall care for the equipment as specified in the Original Equipment Manufacturer's operator instruction manual and as instructed by iLink Technology personnel.
  - d. Backup of Data: The End User shall be responsible for saving or backing up data contained on any computer that iLink Technology agrees to re-image, repair or service. iLink Technology shall have no responsibility for such data and shall have no liability arising out of the loss of such data. If iLink Technology agrees to save any End User data or perform any data recovery services directly or through subcontractors, the allocation of risk is solely that of the End User. iLink Technology shall not be held liable by anyone for the loss of data or loss of profits, nor will iLink Technology be liable for indirect, special, incidental, consequential, or other damages, however caused, arising out of the re-imaging process, repair or service of the computer and whether or not iLink Technology has been advised of the possibility of such damages.
  - e. Customer shall promptly pay for any computer repair, service, sales and maintenance, including parts, equipment, peripherals, software, and licenses required in connection with the installation, repair, service, and maintenance work.
6. **Movement of Equipment.** In the event that the equipment covered by this Agreement is moved to a new location with the prior written consent of iLink Technology, service under this Agreement will terminate at the time the disassembly of the hardware is begun. Service under this Agreement will commence again at the new location at the time the equipment has been certified as operational as a result of an inspection as provided in Article 1, "Initial Inspection and Repair."

Charges for any services rendered by iLink Technology to effect the disassembly, movement, reassembly or checkout of the hardware being moved shall be at the current applicable iLink Technology hourly rate computed to the nearest one-half (1/2) hour with a minimum charge of two (2) hours per call.

7. **Acceptance of Purchase Order.**

- a. iLink Technology retains the right to accept, decline, reject or refuse to accept any Purchase Order at its sole discretion.
  - b. Acceptance of Customer's Purchase Order shall mean iLink Technology's agreement to supply the Products and/or Services identified in Customer's Purchase Order under the terms and conditions herein. All Customer Purchase Orders are subject to written acceptance by iLink Technology, at its sole discretion, even if received elsewhere by a salesperson, selling agent or representative. No Customer Purchase Order will be binding upon iLink Technology until iLink Technology issues its written order acknowledgment.
  - c. Customer's oral or online internet requests for Products or Services shall be binding on Customer and deemed by iLink Technology to be valid Customer Purchase Orders, governed by these Sale Terms and Conditions, unless a separate contract for such products or services is executed and approved in writing by iLink Technology and its Customer, in which case such contract shall govern. Customer agrees, that as a result of any such request made hereunder, to pay any and all charges associated with any such Product or Service request.
  - d. Changes. Customer may not change its Purchase Order without iLink Technology's written approval. Any change or revision in specifications, drawings or designs, shipment completion dates, or Purchase Order termination requested by Customer may result in additional cost to Customer. Any such added charges will be at rates solely determined by iLink Technology. iLink Technology's performance of Customer's request(s) shall commence only upon the issuance of a new Purchase Order or written amendment to an existing Purchase Order authorizing the applicable charge(s).
8. **Prices.** Prices for Products and Services are based on iLink Technology's published price lists in effect at time of iLink Technology's receipt and acceptance of Customer's Purchase Order unless otherwise set forth in an Order of Acknowledgment issued by iLink Technology, or a valid issued Quotation, Statement of Work or proposal. Unless otherwise indicated by iLink Technology, order acceptance and sale by iLink Technology occurs at time of shipment. These Sales Terms & Conditions and iLink Technology's prices for Products and Services are subject to change without notice by iLink Technology, at iLink Technology's sole discretion. Prices for backordered products are not guaranteed.

The prices of Products or Services may subsequently be adjusted by iLink Technology to reasonably reflect the adverse cost impact to iLink Technology by (a.) the failure of Customer to perform its obligations under these Terms and Conditions of Sale, or (b.) Customer changes or delays which are outside of the scope of services, or (c.) legal or regulatory changes which occur after the issuance of Quotation and/or Statement of Work for the particular Services, or (d.) any other unforeseen circumstances beyond the reasonable control of iLink Technology.

9. **Invoices and Payments.**

- a. Charges for repair and maintenance service shall begin on the service date as specified in Article 2 "Term of Agreement" and shall be payable at time of completion of services rendered, unless otherwise agreed to by iLink Technology by written addendum to this agreement. Payment for services shall be payable by cash, check, or credit card acceptable by PayPal payment processing system.
- b. Payments for all products, including hardware, software, materials and software licenses, shall be prepaid using cash, check, or credit card acceptable by PayPal payment processing system, unless otherwise agreed to by iLink Technology in a contract or written agreement agreed to and signed by iLink Technology and Customer.
- c. Any Credit Card must be valid and issued by an issuer approved by iLink Technology, and have an adequate unused credit limit remaining on the credit card to cover the purchase of the contemplated Products prior to the time of purchase by the Customer. The signer of the credit card must be an authorized signer with unused credit balance and signing authority in his or her name in the amount of the purchase. iLink Technology retains the right to decline any orders where the credit and bill-to address are different from each other, or determines that other unauthorized or other fraudulent use is being perpetrated, and report such fraudulent activity to any government or law enforcement agency as well as pursue any other legal remedies available to it in law or equity.
- d. Charges for returned checks issued by Customer to iLink Technology due to any reason, including but not limited to insufficient funds, will be charged to Customer at the rate of \$39.00 per check.
- e. Systems which are located more than 50 miles from iLink Technology are subject to additional charges for travel and expenses. These charges are specific to each situation and are established hereunder by special quote.
- f. All regular service calls will be subject to a minimum of a 1-hour service charge.

10. **Shipment and Delivery.**

- A. U.S. Shipments – All Product Shipments will be made FOB origin, no matter from what source. For Products owned by iLink Technology, title and risk of loss will transfer to Customer upon iLink Technology or its suppliers or manufacturers tendering the Product for delivery to the carrier. iLink Technology and its suppliers and manufacturers will ship Products using iLink Technology's carrier of choice via standard ground freight service, excluding shipments to Alaska, Hawaii and U.S. Territories. iLink Technology retains the right to choose the carrier. Notwithstanding anything to the contrary herein, additional charges may apply for heavy or large items or for shipment of products or materials designated as hazardous in accordance with Federal, State or Local and/or International Air Transportation regulations. COD and additional fees may also apply.
- B. International Shipments – Any shipment by iLink Technology to Customer at an address outside of the United States or the District of Columbia is subject to additional terms and conditions, and will not be made unless Customer has signed and agreed to iLink Technology's International Export Terms. iLink Technology retains the sole discretion whether or not to ship Products to purchasers to a location outside the United States or the District of Columbia.

11. **Returns.** All sales of products to Customer are final and iLink Technology does not accept returns, however third party suppliers and manufacturers may have their own Returns Policy in effect. Customer agrees to honor those policies and procedures.
12. **Exclusions.** The repair or service charge does not include service calls or additional service time arising from abuse, misuse, modification, mishandling of the equipment, or damage due to forces external to the machine including, but not limited to, the following: acts of God, flood, power surges or failures, defective electrical work, transportation, foreign equipment/attachments, accident, disaster, neglect, alterations, service work performed by unauthorized parties or any other cause beyond the control of iLink Technology. This Agreement does not guarantee uninterrupted operation of equipment and excludes all responsibility for repairs necessitated by or damage caused to equipment or systems by any accessories other than those authorized by the manufacturer.
13. **Disclaimer and Limitation of Liability.** Since Customer will have exclusive control over the use of the equipment and systems being repaired and maintained hereunder, Customer shall be solely responsible for the proper use, protection and supervision thereof.

Customer agrees that the use of iLink Technology products and services is entirely at Customer's own risk and Customer takes full responsibility for the consequences of their use. The products and services iLink Technology provides are provided "AS IS" and "AS AVAILABLE" without warranty of any kind or nature, except those which may be provided by third party vendors or suppliers. iLink Technology expressly disclaims all warranties of any kind, whether express or implied, including but not limited to fitness for a particular purpose.

iLink Technology does not make any warranty that the products, services, and information we provide will meet Customer requirements, will be error-free and omission-free, timely, secure and uninterrupted, nor do we warrant the results that may be obtained from Customer use of our products and services.

Any internet web browsing or downloading by Customer of any programs, software, content, materials, data, or other information from the internet or otherwise obtained through the products and services iLink Technology provides is done at Customer's own discretion, risk and responsibility, and Customer will be solely responsible for any damage to their computer system or any systems to which Customer is linked, as well as the loss of any data or information that results from the web browsing or downloads.

iLink Technology disclaims responsibility for any and all loss, damages, or liability from Customer use of the products and services we provide or that are provided by any of our vendors, suppliers, affiliates, or other third parties linked to iLink Technology, for any damages whatsoever, no matter of what kind or nature resulting from and including, but not limited to:

- (1) the loss of information or data
- (2) business interruption, loss of revenue, or profits
- (3) loss or liability resulting from access interruptions or delays
- (4) natural disasters and acts of God
- (5) loss or liability from unauthorized use or misuse of Customer password and identifier
- (6) loss or liability resulting from errors, omissions, or misstatements of any and all information and content provided in the products or services provided by iLink Technology, or arising out of the use or inability to use the products or services we provide.

Customer agrees that iLink Technology will not be liable for any other loss or liability from their use of the products and services iLink Technology provides whether direct, indirect, special, incidental, or consequential damages of any kind or nature regardless of the form of action whether in contract, tort, negligence, or otherwise, even if iLink Technology has been advised of the possibility of such damages.

iLink Technology cannot and will not be held liable for any Terms of Use, Privacy, or other policies of third parties from whom we derive information, or for the errors, omissions, or changes in terms, policies, or programs of others.

iLink Technology shall not be liable for any personal injury, property damage, incidental or consequential damages, of any kind or nature, even if loss or damage is caused by negligence of iLink Technology. Except as provided on this Agreement, iLink Technology shall have no other responsibility or liability with respect to the equipment and systems being repaired, serviced or maintained or any of the maintenance service supplied hereunder.

#### **Indemnification**

Customer agrees to release, indemnify, and hold iLink Technology, its Officers, Employees, Directors, Shareholders, Independent Contractors, Agents, and any of its affiliated or linked entities, harmless from and against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees and court costs, arising out of or attributable to Customer, or the use by Customer, of the products and services iLink Technology provides, relating to or arising under this Agreement, including without limitation any use or infringement by Customer or anyone using Customer's computer, of any intellectual property, copyrighted or trademarked property, owned by iLink Technology or any other proprietary right of any linked entity or person, or from the violation of the terms of this Agreement, or any of iLink Technology's operating rules or policies related to the products and services provided.

14. **Termination.** Either party may terminate this Agreement by giving three (3) days written notice to the other party. In the event of termination by either party, iLink Technology shall be reimbursed by Customer for all outstanding invoices as well as all costs and expenses, incurred through the effective date of such termination, including but not limited to, purchase orders and other agreements with outside vendors and suppliers which cannot be canceled, as well as all other obligations which cannot be cancelled and reasonable close-out costs. Such reimbursement shall be due and payable immediately upon Customer's receipt of iLink Technology invoice(s).
15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, public regulation, or ordinance, now or hereafter existing, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent and for the time necessary to bring it within legal requirements.
16. **Attorneys Fees.** Customer will pay reasonable attorney's fees to iLink Technology in the event iLink Technology shall engage an attorney to enforce collection or to preserve and protect its rights under this Agreement.
17. **General Provisions.** Customer agrees and understands that this Agreement for computer repair, service, sales, installation, and maintenance, together with iLink Technology's published Privacy Policy and Website Terms of Use, constitutes the entire agreement between the Customer and iLink Technology, unless otherwise agreed to in a writing signed by both parties. THESE FOREGOING TERMS AND CONDITIONS SHALL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF ANY PURCHASE ORDER SUBMITTED BY THE CUSTOMER.
18. **Assignment.** This agreement shall be binding upon and inure to the benefit of all subsequent owners, and of the parties hereto, and their respective heirs, administrators, executors, successors, and assigns.
19. **Authorized Signers.** Signatories to this contract representing both Customer and iLink Technology, warrant that they are authorized and have good right to enter into this Agreement.
20. **Customer Agreement.** Prior to ordering or requesting computer repair, service, maintenance or products from iLink Technology, Customer acknowledges they have read, understand and agree to the above terms and conditions of this Agreement, as well as the Website Terms of Use, and Privacy Policy of iLink Technology posted on the [iilinktechnology.com](http://iilinktechnology.com) website at time of ordering computer repair, services, or products.