

SERVICE AGREEMENT TERMS AND CONDITIONS

1. **SERVICE STANDARDS.** We agree to maintain listed equipment using manufacturer's parts or parts of equal quality
2. **EXCEPTIONS.** This agreement does not include repair or replacement of equipment that has suffered from:
 - Abuse, misuse, accident, improper storage or improper handling
 - Service, modification or relocation by anyone other than DataTalk
 - Acts of God
3. **NOT INCLUDED.** Labor and material costs of relocation, rearrangement or modifications to equipment are not included in this agreement. We will provide any of these services on demand, and bill you at our then current rates for such services.
4. **CUSTOMER LAN.** Labor and material costs associated with troubleshooting or correcting LAN/VOIP issues that are a result of the customer's network, bandwidth, internet provider, routers, switches, cabling, etc. are not covered in the agreement. We will provide these services at our then current rates
5. **CARRIER/TELCO SERVICES.** DataTalk will provide Telco support to the customer when the order is placed through Datatalk and the customer is under Warranty or Service Agreement. Other Telco support provided by Datatalk will be billed at our current time and material rates.
6. **TIME AND PLACE OF SERVICE WORK.** We will perform necessary service at the location of the equipment or, if appropriate, at our maintenance facility. Our normal working hours are 8:00 a.m. until 5:00 p.m., Monday through Friday, except standard holidays. Except for 24-hour service agreements, service performed at other times or on other days is not covered by this agreement and will be billed at our standard rates.
7. **LIABILITY.** While we will certainly do our best to respond in a timely manner, we cannot assume any liability under this agreement for the failure to provide service due directly or indirectly to causes beyond our control. REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AND/OR ACCESSORIES IS THE EXCLUSIVE AND SOLE REMEDY AVAILABLE TO THE CUSTOMER. DATATALK IS NOT AND SHALL NOT BE RESPONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT SOLD TO CUSTOMER. NO IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, APPLIES TO THIS EQUIPMENT. THERE ARE NO EXPRESS WARRANTIES EXCEPT AS SPECIFICALLY SET FORTH ABOVE.
8. **AMENDMENTS AND CHANGES.** From time to time you or we may wish to modify this agreement. If so, changes will be provided in writing and must be signed by both you and us to become effective. When changes are made either in the type or quantity of equipment covered, we will adjust the service rate accordingly. Equipment you purchase from us during the term of the agreement will be added to the agreement for the remainder of the term.
9. **EFFECTIVE DATE OF AGREEMENT.** This agreement becomes effective on the system installation date or on the date we receive payment for your system, including payment for this agreement if applicable, whichever occurs later.
10. **NO ORAL AGREEMENTS.** All oral understandings, other documents and correspondence are expressly excluded from this agreement. In the event any other agreement is inconsistent with the terms of this agreement, you and we agree that this agreement prevails. This agreement supersedes any and all previous agreements.
11. **OTHER INFORMATION.** Paragraph titles are for your and our convenience and do not explain, modify or interpret the provisions shown. If more than one customer is named in this agreement, the term "you" applies equally to each. This agreement is governed by the laws of the State of Ohio.