

On Site Service Agreement
Iron Horse
8328A Traftord Lane
Springfield, VA 22152-1638
(703) 866-6413 FAX: (703) 866-6418

General terms:

Travel time to and from your location shall be charged as part of the total hours for the requested task. Software, parts, supplies, and equipment required to complete your requested tasks will be itemized and charged separately. Time spent on problems is also billable if it is by phone or by remote dial in. Time can also be billed for work done off site at customer request. Time is billable in quarter hours. Labor rates, response time, covered services, assigned technicians, and other matters are detailed in Statement of Work Attachment A. This contract is for services only. Other technical services, support, equipment, supplies, software, and upgrades are available from Iron Horse upon request.

Iron Horse reserves the right to assign part or all of this contract to other service providers and technicians at the given rate. Iron Horse also reserves the right to decline to perform work due to unavailability of parts, lack of necessary expertise in a specialty area, possible damage to the business or reputation of Iron Horse, or contractual or legal restrictions. Payment is due upon invoice receipt.

Customer notes:

Occasionally it is impossible or uneconomical to repair a piece of equipment. Customers are still responsible for labor charges incurred in making such a determination.

Iron Horse shall make its best effort to repair your equipment, however Iron Horse cannot warrant that the equipment will operate as intended, like new nor necessarily to the customer's satisfaction. Customers should note that some procedures are inherently risky, such as firmware upgrades and Year 2000 (date code) patches. Firmware upgrades, if unsuccessful, could leave a device completely inoperable. Year 2000 patches may require a firmware, operating system, or program patch that could cause unforeseen problems or inoperability. Furthermore, interconnected systems and software may adversely affect one another so that a patch, upgrade, or configuration change can adversely affect another system or piece of software that was previously operating properly. Iron Horse can offer no guarantee that a specific patch, upgrade, or procedure will be problem free. We recommend customers protect critical information through appropriate backup measures.

It is in the customer's best interest to describe accurately and truthfully the state of their equipment, software, and business. In signing this contract, the customer agrees to fully reveal all relevant information, and to not hold Iron Horse liable for any damages caused by their malfunctioning equipment or software to other pieces of their equipment or software. The customer agrees to identify any safety concerns to Iron Horse employees or contractors. The customer agrees that Iron Horse is not liable for any loss of data from

any machine or for any consequences of that loss of data. The customer agrees that they are responsible for damage to any of Iron Horse's equipment or software due to malfunction of their equipment or software.

The customer must allow Iron Horse to remove equipment from its premises if repairs cannot be performed on site. Iron Horse will make every effort to satisfy security concerns.

The customer must agree to Iron Horse's standard terms and conditions of sale (below). Specifically, no warranty or fitness of intended use is offered by Iron Horse unless specified in writing.

Suggested Uses of Hours:

Preventive maintenance.
Repairs.
Software and hardware upgrades.
Configuration.
Telephone support.
Consulting.

Iron Horse may also charge for or refuse service without liability for (Iron Horse assumes no liability in these cases):

- (1) Consumable items expended in normal operation and consumable test/repair/cleaning materials: e.g., disks, paper, ribbons.
- (2) Specification changes or services requested outside of a particular technician's expertise.
- (3) Service that is impractical for Iron Horse to perform because of: alterations to the equipment by persons not from Iron Horse any time before, during, or following the initial inspection, physical inaccessibility of the equipment or required connections, or the connection by mechanical or electrical means to any other machine or device.
- (4) Work requested by the customer for rearrangement, such as additional wiring, moving other equipment or cables, relocating the equipment, or repairing a prepared site or station to make it operational.
- (5) Electrical work external to the equipment.
- (6) Refinishing or exterior cleaning of the equipment.
- (7) Installation, deinstallation, or relocation of the equipment.
- (8) Work on equipment caused by maintenance or repair not performed by Iron Horse personnel or resulting from improper operation by the customer's personnel.
- (9) Work required by the customer's failure to perform its responsibilities outlined in Customer Responsibilities.
- (10) Power or communication line failure.
- (11) Consequential, incidental, indirect, or special loss or damage incurred by the customer, including lost profits. Liability is specifically limited to a refund of the customer's money for disputed services.

- (12) Data loss or software failure.
- (13) Delays in response due to fire, flood, accident, unavailability of parts or materials, energy shortage, labor trouble, civil unrest, inclement weather, sabotage, law or government regulation, access restrictions, or other cause reasonably beyond its control.
- (14) Providing maintenance service during periods in which Iron Horse is closed.
- (15) Work that cannot be performed due to safety, legal, or ethical concerns.

Customer Responsibilities:

Maintenance of the environment, including, but not limited to:

- (1) Keeping the area free from excess dirt and lint.
- (2) Keeping the area free from objects that would obstruct air flow.
- (3) Proper electrical power, isolation, and grounding.
- (4) Minimizing static electricity buildup in carpeted areas with anti-static mats, devices, or sprays.
- (5) Maintaining correct temperature and humidity.
- (6) Appropriate storage of supplies.
- (7) Prohibiting smoking, drinking, or eating around the equipment.
- (8) Replacing consumable items as required.

Reasons for Contract Termination or Suspension:

- (1) Noncompliance with the terms of this agreement.
- (2) Nonpayment.
- (3) Dissolution, bankruptcy, liquidation, or other change in the company. This contract is not transferrable.

Additional Fees:

- (1) Taxes are the responsibility of the customer.
- (2) Failure to obtain access to the equipment or premises which results in expenditure of time and travel expenses will be billed at the service call rates.

This agreement, including Attachment A, is the entire agreement between Iron Horse and its customer. No modifications may be made to this agreement except by Iron Horse. To be binding, these modifications must be in writing and signed by both parties.

This agreement shall be construed and governed by the laws of the State of Virginia. If any provision of this agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

TERMS AND CONDITIONS OF SALE

Quotations are exclusive of delivery and installation charges, if any, and all taxes unless noted. Quotes are subject to home office approval and may be withdrawn or changed in the event of a price increase by Iron Horse's suppliers. Typographical and/or clerical errors are subject to correction at any time.

Payment: Unless payment terms are otherwise stipulated on the front of an invoice, payment is due upon delivery. If payment is not made when due, a late payment charge of \$15 will be assessed and interest at the rate of eighteen percent (18%) per annum, compounded daily, will be charged on the outstanding balance from date of shipment or invoice, whichever is later. Iron Horse has the right to declare all invoice amounts due and payable without notice to the Buyer. If a check is dishonored, the Buyer agrees to pay a \$25 processing fee to Iron Horse. The Buyer further agrees to pay a 25% restocking fee plus all shipping charges on returned or refused on delivery merchandise. The Buyer agrees to pay all collection costs, court costs, and other expenses to the amount limited by law, including attorney's fees which will be the greater of one-third or \$250. Any change in liability for debts incurred due to a change in the Buyer's form of business shall not be effective until Iron Horse receives notice of the change by certified mail.

Credit Agreements: A credit application form must be signed to do business with Iron Horse except for on a COD cash/cashiers or credit card basis. A credit limit will be established for each Buyer based on their credit record. Buyers wishing to purchase more than their credit limit must get authorization. Otherwise, the amount in excess of their credit line is due immediately. A personal or company check (as applicable) for any amount is acceptable as payment from Buyers offered a credit line. Iron Horse reserves the right to adjust, suspend, or terminate a credit line at any time.

Title to products sold by Iron Horse passes to the Buyer on delivery. The Buyer agrees that Iron Horse retains a purchase money security interest in these products until the purchase price and any other charges are paid in full. The Buyer agrees to execute any financing statements or other documents Iron Horse requests to protect its security interest. In the event any financial instrument of Buyer is dishonored, Buyer appoints Tony Stirk as attorney in fact for the purposes of preparing and filing such documents on behalf of the Buyer. If the Buyer fails to fulfill these obligations, Iron Horse has the rights and remedies available to it under the Uniform Commercial Code and the laws of Virginia.

Claims of a shortage, misshipment, or damaged goods must be received within 5 business days of receipt or the goods will be deemed delivered and accepted as of the invoice date.

Delivery: Shipments of all products are subject to availability. Iron Horse shall make

every reasonable effort to meet quoted or acknowledged delivery date(s). Iron Horse will not be liable for the failure to meet such date(s). Buyer agrees to accept delivery within ten (10) days of notice that its products are available.

Warranties: Products are sold together with and subject to the applicable licensing agreements and/or warranties of the Manufacturer. Other than the Manufacturer's express written warranties, ALL PRODUCTS ARE SOLD AS IS AND WITHOUT WARRANTY EXPRESS OR IMPLIED. Iron Horse assumes no responsibility or liability for Manufacturer's warranty claims. Except as is otherwise expressly provided herein, Iron Horse does not furnish additional warranties on any items. Iron Horse will return defective items to the Manufacturer as Buyer's agent during the warranty period on for all Buyers whose accounts are current. Iron Horse reserves the right to require Buyers to return defective goods directly to the Manufacturer under the Manufacturer's return policy. Freight or transportation costs required to replace or repair any product under the terms of the Manufacturer's limited warranty will be at the Buyer's expense.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. IRON HORSE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no event will Iron Horse be liable for indirect, special, or consequential damages, including lost profits, even when Iron Horse has been advised of the possibility of such damages. The Buyer agrees that Iron Horse's liability for any allegedly defective product and/or service shall not exceed Buyer's purchase price.

Returns: Returns must be authorized in advance. Shipping charges are the responsibility of the Buyer. Iron Horse may replace the item, provide credit towards your next purchase, or a refund the purchase price minus a restocking fee of 25% at its option (see payment above). No returns will be allowed after 30 days, on opened software, on items that cannot be resold, or on consumable items.

Indemnities: The Buyer agrees to indemnify and hold harmless Iron Horse and its representatives against all claims, suits, damages, penalties, losses and expenses, including reasonable attorney fees (1) for products or services provided at the Buyer's request, including, but not limited to, claims relating to loss of data or other consequential damages; (2) for representations the Buyer has made to others, including, but not limited to, consequential damages for late delivery of equipment or delivery of Buyer specified equipment unfit for its intended use.

Order of Precedence: Buyer's signature represents acceptance of these Terms and Conditions of Sale and any attachments, which together constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party whether verbal or written. No change or

modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party. These Terms and Conditions of Sale and any attachments take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Neither Iron Horse's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms.

Miscellaneous: This Agreement is made in, and is governed by the laws of the Commonwealth of Virginia and, in the event of a dispute, Virginia Courts shall have exclusive jurisdiction. The Buyer's remedies herein are exclusive. Any provision hereof which is invalid under an applicable statute or rule of law should be curtailed and limited only to the extent necessary to bring it within the requirements of the law. All other provisions of this Agreement shall remain in full force and effect.

Pricing and policies are subject to change without notice. Iron Horse may, at any time, require Buyers who have signed this agreement to sign a new agreement whose terms will supersede the previous agreement.

Customer

Tony Stirk, President, Iron Horse

Date

Date

Printer name of person authorized to sign
for customer and title