Terms and Conditions

AtNetPlus

Client Name:

Client Location(s):

Client Representative:
(include name, phone numbers and Email address)

TERMS AND CONDITIONS

These terms and conditions constitute a legal agreement between you ("Client") and AtNetPlus, Inc. ("AtNetPlus"). By accepting goods and/or services from AtNetPlus, you agree to be legally bound by these terms and conditions.

PAYMENT. The terms of payment are net thirty (30) days from the date of invoice. Any unpaid balance will be subject to AtNetPlus's interest charges as stated below. In the event of default by Client, then AtNetPlus' decision to provide further service shall not in any way affect its rights and remedies under law and shall not constitute a waiver of default by AtNetPlus. If in AtNetPlus' judgment, Client's financial condition does not justify the terms of payment specified, AtNetPlus may at its option (1) cancel this agreement, or (2) refuse to perform further under this agreement unless Client shall immediately pay for all hardware and/or software and/or services that AtNetPlus has delivered. For project work AtNetPlus requires payment of fifty percent (50%) of the total project labor cost before AtNetPlus shall commence work. All hardware purchases must be paid in full prior to placement of the equipment order by AtNetPlus. Client agrees to pay balance of project cost to AtNetPlus, at project completion, as signified by both parties' indication on the project completion form.

INTEREST, COLLECTION COSTS & FEES. Client agrees to pay a delinquency charge of 1½% per month (18% per annum) on any outstanding balances owed by Client and not paid after thirty (30) days from invoice date until Client renders payment in full. If AtNetPlus must pursue legal action against Client to collect any amounts owed by Client to AtNetPlus, Client agrees to pay AtNetPlus' expenses, including reasonable attorneys' fees, incurred as a result of the legal action.

WARRANTY. All hardware and software sales are subject to vendor warranties ONLY. AtNetPlus expressly disclaims any warranty, express or implied, including but not limited to any implied warranty of merchantability and any warranty for a particular purpose or use, related to Client's hardware and/or software.

LIABILITY LIMITATION. CLIENT SHALL NOT BE ENTITLED TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSSES, COSTS, EXPENSES, LIABILITIES AND DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME OR PROFITS, DAMAGES TO PROPERTY, ALL LIABILITIES OF CLIENT TO ITS CUSTOMERS OR THIRD PERSONS, AND ALL OTHER SPECIAL OR CONSEQUENTIAL DAMAGES) WHETHER DIRECT OR INDIRECT, AND WHETHER RESULTING FROM, OR CONTRIBUTED TO BY THE DEFAULT OR NEGLIGENCE OF ATNETPLUS, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS WHICH MIGHT BE CLAIMED AS THE RESULT OF THE USE, MISUSE OR FAILURE OF THE HARDWARE AND/OR SOFTWARE DELIVERED OR THE SERVICES PERFORMED. Further, consequential damages shall include, without limitation, losses sustained as the result of injury to any person, loss of property or any data loss or damage while using installed hardware or software or completing any services. Additionally, Client shall not be entitled to recover any costs for materials expended or used, initiated at the request of Client. AtNetPlus' liability shall not exceed its fee for services provided. Client must commence any claim arising from this agreement within twelve months from the first occurrence giving rise to the claim or that claim is forever barred. Client shall indemnify AtNetPlus against all liability, cost or expense which may be sustained by Client on account of any such loss, damage or injury. *AtNetPlus strongly recommends that Client back up its system, in its entirety, prior to any installation, service or troubleshooting*.

Client Name:

EXCLUDED SERVICES. Unless otherwise agreed upon, service rendered under this Agreement does not include:

- The cost of any parts and equipment, or shipping charges of any kind.
- The cost of any Software, Licensing, or Software Renewal or Upgrade fees of any kind.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fee any kind.
- Failure due to acts of God, building modifications, power failure, or other adverse environmental conditions or factors.
- Programming (modification of software code).
- Training services of any kind.

Excluded services performed by AtNetPlus will be billed at the standard Time and Materials rates that are in effect at the time the service is rendered.

VENUE/GOVERNING LAW/RESOLUTION OF DISPUTES. The laws of the state of Ohio shall govern this agreement, the construction of its terms, and the interpretation of all rights and duties of Client and AtNetPlus. Client and AtNetPlus agree that they are amenable to suit in Ohio, and therefore, subject themselves to the jurisdiction of the state courts in Ohio by entering into this agreement.

PRICE. Prices do not include federal, state or local taxes as applicable and these taxes will be added to the sales price when AtNetPlus is legally obligated to collect the taxes unless Client provides AtNetPlus with a proper tax exemption certificate. All prices are subject to correction for stenographic, typographic and clerical errors.

BINDING EFFECT. This agreement shall be binding on and inure to the benefit of AtNetPlus and Client and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

COVERAGE. Regular business hours for AtNetPlus are between the hours of 8:00 AM through 5:00 PM EST, Monday through Friday, excluding public holidays. Service will be provided after hours and on weekends at the after-hours emergency support rate specified above.

Accepted By:

_____	_____
Authorized Signature	Authorized Signature
AtNetPlus, Inc.	Client
_____	_____
Print Name	Print Name
_____	_____
Date	Date