

Businets, Inc.
Customer Agreement and General Terms & Conditions

CUSTOMER:

Name: _____ (hereinafter, "Customer")

Address: _____ **Email:** _____

_____ **Phone:** _____

EIN/SSN: _____ **Fax:** _____

THIS AGREEMENT is entered into this ____ day of _____, 20__ by and between Businets, Inc. (t/a "Businets"), a Virginia corporation (hereinafter, "Businets") and Customer (more-particularly described above), and it shall be incorporated into every contract, quote, order, managed serviced agreement, or other arrangement between Businets and Customer and it shall govern Customer's purchase of products, equipment and/or services from Businets for the Term of this Agreement.

The Term of this Agreement shall commence upon the date set forth above and it shall continue for one year. At the end of such one-year Term, and at the end of each succeeding one-year Term, the Term of this Agreement shall automatically renew for an additional one year, unless either party terminates this Agreement as set forth herein. Either party may terminate this Agreement at any time by giving the other party ninety (90) days prior written notice, in which event this Agreement shall terminate at the expiration of said ninety days.

Terms of Payment. Customer agrees to pay Businets for all products, equipment and/or service immediately upon Customer's receipt of the products, equipment and/or service. If payment is not made immediately upon receipt, Customer is in default and Customer agrees to pay interest on the outstanding balance at 12% per annum, beginning 30 days after the date such products, equipment and/or service are provided and continuing until Businets is paid in full.

Customer's Default. Upon Customer's failure to pay any sum hereunder when due, or upon any other default by Customer, then in addition to any other rights that Businets may have under this Agreement or Virginia law, Businets may, at its option take any one or more of the following actions: (1) file suit against Customer seeking monetary and/or injunctive relief; (2) revoke any credit extended; (3) delay or not make any future deliveries; (4) repossess unpaid delivered products or equipment; (5) resort to any other self-help remedies permitted by Virginia law; and /or (6) terminate this Agreement. In the event of a default by Customer, Customer agrees to make any products or equipment supplied by Businets available at a place Businets designates. In addition, if Customer is in default, Customer shall pay Businets' actual cost of collection, including its actual attorney's fees and court costs, whether suit is filed or not, together with any cost incurred by Businets in repossessing the products or equipment or otherwise enforcing its rights hereunder.

Labor Charges. Unless otherwise provided, all charges listed for labor in any purchase order or service order provided by Businets are merely estimates and are based upon Businets' good faith estimate of the amount of time that will be required to finish the necessary tasks at Businets' standard labor rates. Depending upon the actual time necessary to complete the work, the actual labor charges may be adjusted.

Taxes. Customer agrees to pay Businets the prices specified in any purchase order or service order issued by Businets together with any and all applicable federal, state, municipal and other governmental taxes (such as sales, use and similar taxes), as well as license fees and similar charges, however designated, levied on the purchase/sale of equipment, products or services from Businets. Exemption certificates must be presented prior to shipment to be honored.

Warranty. BUSINETTS MAKES NO WARRANTY WITH RESPECT TO ANY PRODUCTS, EQUIPMENT OR PARTS PURCHASED HEREUNDER. Such products, equipment or parts only are subject to the manufacturer's warranty (if any).

With respect to service provided by Businets, Businets warrants that service provided by Businets will be performed in a workmanlike and timely manner. Businets makes no warranty for the successful removal of viruses, bugs, spyware, security flaws, adware, or malware (collectively, "flaws"); if flaws require additional service by Businets, Customer will be charged again for that service. Without limiting the foregoing, Customer acknowledges that IT service is not an exact science and that the services provided by Businets may involve tests, troubleshooting, advice, and recommendations that may prove incorrect or inappropriate, particularly to cure a problem Customer is having. Businets makes no warranty or representation with respect to the success of any service provided.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BUSINETS MAKES NO WARRANTY, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL SERVICES PERFORMED FOR CUSTOMER AND OR PRODUCTS OR EQUIPMENT SUPPLIED TO CUSTOMER. BUSINETS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH ITEMS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED.

Limitation of Liability. IF ANY DAMAGE SHOULD OCCUR WHILE CUSTOMER'S COMPUTER OR SYSTEMS ARE BEING SERVICED OR INSTALLED, BUSINETS HAS NO LIABILITY FOR THE COST OF REPAIR OF THE AFFECTED COMPUTER OR SYSTEM. BUSINETS' ENTIRE LIABILITY TO CUSTOMER FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE SERVICE TO CUSTOMER'S COMPUTER OR SYSTEMS, WHETHER DUE TO BUSINETS' ERROR OR NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT CUSTOMER IS REQUIRED TO PAY BUSINETS FOR SUCH SERVICE.

BUSINETS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES RENDERED OR THE PRODUCTS PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, DATA CORRUPTION, ENCRYPTION VIRUSES, OR FOR ANY DAMAGES OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF BUSINETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE.

Data Protection and Security. Customer acknowledges that it is Customer's responsibility to back up its programs and data. Further, CUSTOMER IS RESPONSIBLE FOR INSTALLING ALL MANUFACTURER-PROVIDED UPDATES AND PATCHES TO SOFTWARE AND HARDWARE AND FOR FOLLOWING RECOMMENDED SECURITY PROTOCOLS AND ENCRYPTION.

Customer agrees that it will maintain copies of all important data on Customer's computer and/or system. Businets shall not be liable to Customer for (i) the loss of data (specifically including but not limited to electronic communication, electronic data, magnetic data or other data or information, regardless of how characterized) or (ii) the integrity of Customer's data or backups, or (iii) the inability of Customer to access such data. Businets does not keep records of customer login information, including usernames and passwords. It is the Customer's responsibility to document all login information which pertains to them.

Confidentiality: Certain data and information requires special safeguarding and confidentiality measures. Customer acknowledges that Customer will comply with all laws, rules, and regulations applicable to Customer's business, data and information, including but not limited to laws, rules and regulations governing: Protected Health Information (specifically including HIPAA); certain financial information; PCI; confidential customer information, etc. (collectively, "Security Rules"). Unless specifically provided in writing, in no event will Businets be responsible for the compliance with any Security Rules or ensuring that Customer complies with such Security Rules.

Customer Representations. Customer makes the following representations: (i) Customer warrants and represents that it has the authority to enter into this Agreement; (ii) that the person signing on behalf of Customer is authorized to do so; (iii) in the event Businets is to transfer data or information to or from computers or systems, Customer warrants and represents that it has the legal right to copy or transfer such data or information; and (iv) Customer warrants and represents that at all times it shall have all necessary rights and/or licenses with respect to any software affected by services to be performed by Businets.

Indemnification. Customer agrees to hold harmless and indemnify Businets from any and all loss, cost or damage incurred by Businets as a result of (i) the breach of any of the representations in the foregoing paragraph, or otherwise set forth in this document, (ii) the breach of any term or condition of this Agreement, and (iii) the negligent or willful act or omission of Customer

Force Majeure: If Businets is unable to supply any products or services due to circumstances beyond Businets' reasonable control (including but not limited to failures by third parties to supply goods, services or transport, stoppages, fire, flood, earthquake, acts of God, pandemics, work stoppages, wars, riots or civil commotion, or intervention or public authority), Businets may cancel the applicable purchase order or cease to provide the services by written notice to Customer. Businets shall not be liable for damages caused by such circumstances beyond Businets' reasonable control.

Non-Solicitation of Employees. Customer agrees that, during the Term of this Agreement and for a period of one year thereafter, Customer will not solicit for employment any employee or contractor of Businets who has provided Customer with services under this Agreement. Customer acknowledges that the damage that would be suffered by Businets as a result of a breach of the provisions of this paragraph would be irreparable and that an award of monetary damages alone to Businets would be an inadequate remedy; therefore, Businets shall have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of this paragraph.

Service Requests. When submitting a service request to Businets, non-emergency service requests must be submitted using one of the following three methods:

1. Submit request via email to support@businetsinc.com
2. Submit via our website at <https://www.businetsinc.com/submit-a-ticket/>
3. Submit via our client portal which will be on your managed computer in the taskbar.

To expedite your Service Request ONLY submit a request once. Duplicating your Service Request will only result confusion and delay of services. Emergency Service Requests must be lodged via phone call only (540-374-9244). Requests made via cell call or text directly to a Businets technicians will incur an Emergency Rate, found on our Rate Schedule. Response time to these mobile requests will not fall under any published response time.

Miscellaneous. These terms and conditions shall constitute the final, complete, and exclusive Agreement of the parties and it shall apply to all equipment and/or products and/or services provided by Businets to Customer. No other prior or contemporaneous Agreement or understanding, written or otherwise shall contradict, modify, supplement, or explain the terms and conditions contained herein. Any waiver by Businets of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. It is the intention of the parties that this Agreement shall be enforceable to the fullest possible extent, regardless of any partial invalidity of unenforceability, and that no failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. This Agreement shall be deemed made in, and shall be governed by, the laws of the Commonwealth of Virginia. The Customer and Guarantor(s) hereby irrevocably agree to the resolution of all issues that arise in any manner under this agreement exclusively through the courts located in the City of Fredericksburg, Virginia. This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Facsimile and electronic mail documents and signatures shall be deemed original documents and signatures.

I have read and agree to the above terms & conditions:

CUSTOMER:

Name: _____

By: _____

Its: _____

Date: _____

BUSINETS, INC.: _____

As evidenced by the signature below, the undersigned Guarantor hereby guarantees Customer's timely performance of all Customer's obligations hereunder and the timely payment of all amounts due hereunder:

GUARANTOR:

Name: _____

Signature: _____

Date: _____