



## Contract Terms Agreement

SOLO Enterprises, LLC, hereinafter referred to as “SOLO”, and the undersigned Client hereby agree to the following terms and conditions.

### **Entire Agreement and Contemporaneously Executed Instruments**

The Client acknowledges executing contemporaneously with this contract written instruments entitled the *Scope of Services Agreement* (hereinafter referred to as “SOS”). The Client warrants the information provided therein by the client is accurate and that SOLO may rely on such information provided. The Client agrees that the terms and conditions contained in those instruments constitute additional terms and conditions of this contract as if contained in this instrument, and that the separation of such terms and conditions is solely for convenience. All terms and conditions contained in each agreement will constitute the entire agreement between the parties and will be interpreted (when possible) as consistent with each other so as to effect the purposes of the entire agreement. The agreement between the parties may be amended only by written agreement executed by the parties.

### **Payment for Services Rendered**

In exchange for the services to be rendered from time to time by SOLO (enumerated in the *Scope of Services Agreement*), the Client agrees to pay the hourly rate currently in effect at the time the service is rendered.

### **Invoice Terms**

**PAYMENT IS DUE AND EXPECTED IMMEDIATELY UPON INVOICE RECEIPT.** Invoices may not reflect all charges for services rendered or expenses incurred through the date of the invoice. Checks must be made payable to:

SOLOEnterprises, LLC  
34465-A Via Espinoza  
Capistrano Beach, CA 92624

### **Ownership of Equipment and Lien for Services**

All equipment assembled by SOLO for delivery to the Client will remain property of SOLO until ownership is transferred to the Client by SOLO in writing. Upon full payment of all services rendered by SOLO related to such equipment, SOLO will furnish immediately to the Client a written instrument transferring ownership of the property identified in such instrument. Payment in full for such equipment will be a condition precedent to the transfer of ownership. Until such time property is transferred to the Client, the Client authorized SOLO to take possession of such equipment, without a court order, and maintain possession of the equipment to the exclusion of the Client. The Client acknowledges it is often necessary to deliver equipment and place it into operation before final assembly can occur, that, until all work is completed and ownership is transferred, the equipment delivered may incorporate software or hardware belonging to SOLO; that the inclusion in such equipment of SOLO hardware or software is solely for the benefit of SOLO as a tool to complete performance of its duties; that SOLO will be entitled to remove its equipment and hardware before transferring ownership to the client; and mere delivery of equipment to the Client, even in working order, will not be considered as an indicia or evidence of a transfer of ownership. The Client agrees that SOLO may disable any equipment at any time before transfer of ownership, and SOLO will have no liability for damages incurred by the Client resulting from the disabling of the equipment. In any action brought by SOLO for nonpayment before ownership is transferred to the Client, SOLO will have the right to immediate recovery of all of the equipment before judgment. In any such action, SOLO will be entitled to and order, without notice to the Client (unless notice is required by law) directing the sheriff to take the equipment from the Client and deliver it to SOLO. The Client grants to SOLO a continuing security interest in all devices and materials held by SOLO or delivered to the

Client pursuant to this or any other SOLO contract currently in effect or previously in effect, until all services attributable to such equipment are paid in full.

### **Exclusion of Warranties**

The Client acknowledges and agrees: (a) there are no warranties which extend beyond the description on the face of this contract or the writings contained on any hardware, software, or parts used in the assembly of a computer system; (b) SOLO does not manufacture and hardware, software, or parts used in the assembly of a computer system or the services the company provides; (c) the Client takes all hardware, software, and parts "as is" and "with all faults"; and (d) THERE IS NO WARRANTY OF MERCHANTABILITY NOR ANY WARRANTY FOR FITNESS FOR ANY USE.

### **Manufacturers' Warranties**

Manufacturers' warranties cover defects in, hardware only. Problems or malfunctions due to hardware and software incompatibility, configuration, and setup issues are not warranted by the Manufacturers. The Client agrees to look solely and directly to the manufacturer for resolution of any warranty claims.

### **Hardware and Software Incompatibility**

The Client acknowledges: (a) no software is designed to run on all computer systems; (b) different computer systems operate at different speeds and have varying memory capacities; (c) internally and externally; the speed and memory capacity at which a computer system operates may affect the ability of the system to operate a software program; (d) and not all software will work with other software.

### **External Factors**

The Client Acknowledges: (a) computer systems are made up of delicate instruments which can be damaged by electrical surges, (b) the electrical power supplied by the utility company fluctuates frequently and such damaging fluctuations may not be noticed without use of electrical equipment; (c) a computer operation may cease operation due to a fluctuation (either greater or smaller) in the power supplied by the utility; (d) power strips designed or promoted as protecting against lightning damage are not sophisticated sufficiently to regulate the power supplied to a computer system; and (e) SOLO recommends that all computer systems be linked to a power regulating device designed to maintain a constant level of power supplying the computer system. The Client further acknowledges that telephone lines and satellite and cable facilities vary in their ability to transmit different types of signals, and the connection affects the speed, quality and capacity of data transmission from and to the immediate system. SOLO makes no warranty as to the performance or ability of any system to transmit data through telephone or satellite or cable connections.

### **Prepayment**

All hardware, peripheral components, parts, software, or related materials must be paid for in full before orders are placed. SOLO will not make any cash outlays for consultation, labor, parts, equipment, or materials for individuals or companies except when previously authorized by SOLO in writing.

### **Assignment**

This agreement (and the benefits specified herein) may not be assigned or otherwise transferred to another party without the prior written consent of SOLO in writing, at the sole discretion of SOLO.

### **Data Transfers and Data Loss**

SOLO shall have no responsibility for the loss of data or programs regardless of the cause. The transfer of customer's data, programs, hardware, custom configuration, or other materials, unless specifically added to the *Scope of Services Agreement*, is not included in the services provided by SOLO. Although it may sometimes be possible for SOLO to transfer existing client data, programs, hardware, custom configuration, or other materials, SOLO will not be held responsible for and loss of client data. Some diagnostics and utilities used by SOLO, or other services provided by outside consultants, may overwrite data on the hard drive. Accordingly, all data should be regularly and completely backed up to help ensure data recovery in the event of loss or failure. The Client recognizes that most attempts to recover "lost data" from disks or other media often results in the complete loss of such data, no matter how diligent and careful the attempting retriever may be. Accordingly, SOLO will not be responsible for any damages from lost data in any attempt to recover it.

### **Hardware/Software Licensing**

The Client acknowledges that SOLO may install certain hardware and software that are not registered to and/or owned by SOLO, and that hardware/software compatibility in testing is one of many purposes for these installations. The Client agrees to obtain proper licensing for all hardware and software maintained in its computer systems, and that SOLO will have no liability for the Client's failure to maintain proper licensing.

### **Breach of Security and Outside Interference**

The Client acknowledges SOLO will have no liability for any breach whether from Internet, Intranet, or any other source. SOLO is excused for performance and will not be liable for any delay, in whole or in part, caused by an inability to obtain parts, supplies, and other materials from its suppliers nor any other contingency beyond the reasonable control of SOLO. These contingencies include, without limitation, war, sabotage, insurrection, riot, or other acts of civil disobedience, acts of public enemy, failure or delay in transportation, act of government or any agency or subdivision thereof affecting the terms of these agreements or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, severe weather, or other acts of God, shortage of labor, raw material, fuel or machinery.

### **Proprietary Software**

SOLO may not at its discretion reinstall bundled or proprietary software such as: CD burning software, OEM diagnostic tools,

### **Automatic Extension Of This Agreement, Cancellation, and Venue**

The Client agrees that the terms of this agreement and the Scope of Services Agreement will continue in force and effect and govern all commerce between the parties until a party repudiates the agreement, in writing, and such repudiation will only be effective as to future commerce. A notice of an increase in the hourly rate for services rendered (as contemplated by the Scope of Services Agreement) will not be considered a repudiation of the agreement. Venue for any action between the parties will be Orange County, CA.