



Service Terms and Conditions

This document defines the terms and conditions of our working relationship including all projects or services that Canyonlands Computer Consulting may be contracted to produce or provide. All Clients will be subject to the following agreement.

By signing this document, the Client authorizes and directs Canyonlands Computer Consulting to provide service. The signature of the Terms and Conditions also states the Client's approval of the written estimate, if applicable, provided by Canyonlands Computer Consulting.

Payments Terms

The Client agrees to the following pricing structure and payment terms:

Of the final total, the client will be required to make payment in accordance with the terms specified in each proposal/estimate provided by Canyonlands Computer Consulting. The remainder will be due upon completion of the specified project. Of the cost for out-of-pocket expenses and professional services, the full sum will be due no later than 30 days after the completion of the specified project. Note: Should the Client not pay the full sum due to Canyonlands Computer Consulting within 60 days of billing, Canyonlands Computer Consulting will void their contract with the Client and the matter will be turned over to a bank and/or collection agency. Canyonlands Computer Consulting reserves the right to refuse completion or delivery of work until past due balances are paid.

A down payment, determined by Canyonlands Computer Consulting, is considered to be a deposit and is non-refundable as it covers any initial time Canyonlands Computer Consulting puts into the design and implementation of the project for the Client signing this contract.

Late Fees

Upon completion of the specified project, an invoice for out-of-pocket expenses and professional services will be rendered by Canyonlands Computer Consulting to the Client. All payments are due in full within 30 days of the invoice date. Any invoice or scheduled payment over 30 days past due will be subject to a late fee of \$10.00.

Price Estimates

Project revisions, extensive alterations, unforeseen problems, or a switch in objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in advance permits Canyonlands Computer Consulting or the Client to adjust for such revisions/or halt work before completion if a project is postponed or canceled. Any canceled project is billed according to the Payment Terms described in this document. When applicable, the Client will receive a proposal/estimate outlining the project specifications and our proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemized costs for anticipated out-of-pocket expenses.

When a proposal/estimate is prepared, we will begin work upon Client's approval of the written estimate. Your signature of the Terms and Conditions will constitute an approval of the written estimate and provide an agreement between us.

Out-Of-Pocket Expenses

Fees for professional services do not include outside purchases such as, but not limited to, computer hardware, software, peripherals, cabling and wiring, tools, shipping and handling or courier services required for the completion of the Client's requested projects and services. Expenses are itemized on each invoice. All these expenses are subject to Utah and Colorado sales tax unless the Client is a legally recognized 501(C)3 nonprofit organization with tax exempt status. If consultant or supervisory services are required in out-of-town locations, we will bill lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.

Access Responsibilities

The Client agrees to provide employees of Canyonlands Computer Consulting physical and virtual access to their premises, property, network, and computer equipment in order to complete the requested services, which shall meet with Client's approval.



This includes the right to connect remotely, download and use software, make repairs, or change settings and profiles, as deemed necessary while performing requested services. Canyonlands Computer Consulting may also request access to Client computer passwords and may require right of entry through network security devices (fingerprint readers, firewalls, routers, etc).

Data Loss

Canyonlands Computer Consulting is not liable for any data loss, damage, destruction, harm or corruption that may arise from or be related to the services we provide to Client computers or networks.

By requesting services, Clients acknowledge and agree that they are solely responsible for maintaining and performing backups of all information, software programs, files, and other data stored on their computers or network before providing access to or transferring possession of this equipment to Canyonlands Computer Consulting.

Property and Supplier's Performance

Canyonlands Computer Consulting will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all parts and services. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, or others to perform in accordance with their commitments, Canyonlands Computer Consulting is not responsible for failure on their part.

If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in anyway be held responsible for quality, price, performance or delivery.

Material Defects

We offer no guarantees of any kind on equipment, software, third party services, or other goods that we sell or purchase on your behalf. These items are made available for the convenience of the Client, and in no way does the sale of these items constitute a guarantee of usability, reliability, safety, suitability, or any other attribute of the item(s) sold.

Workmanship Defects

We bill for all time including, but not limited to, research, phone, email, and remote support, acquisition of specialty goods, bench work time, on-site work time, and any other activities directly related to the fulfillment of your service requests and projects. Canyonlands Computer Consulting sells time, not results. We always try to provide the absolute best in service and expertise that we can, however there are never guarantees of a specific outcome. Any just claims against Canyonlands Computer Consulting with respect to the quality of our work or deficiencies thereof, shall be corrected by the Company provided the Client notifies Canyonlands Computer Consulting within 30 days after the initial completion of that portion of our work.

Lien

All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied.

Work Schedule

Work schedules will be established and adhered to by both the Client and Canyonlands Computer Consulting, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Client or Canyonlands Computer Consulting. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.



Inspection of Records and Time Keeping

Upon reasonable notice, any and all invoices from our vendors, time sheets and other documentation relating to your account will be made available to you in person or via email, fax, or by postal mail.

Failure to Pay

Canyonlands Computer Consulting may temporarily or permanently deny or terminate service upon the failure of the Client to pay the charges when due. Such termination or denial will not relieve the Client of responsibility for the payment of all accrued charges and any collection fees.

Upon termination of this agreement, Canyonlands Computer Consulting will transfer to Client all your property and materials in our control and for which you have paid. Client will indemnify and hold Canyonlands Computer Consulting harmless for any loss or expense (including attorney fees), and agree to defend Canyonlands Computer Consulting in any actual suit, claim or action arising in any way from our working relationship.

Contract Cancellation

Upon signing contract, the Client agrees to the services requested on the date of the contract signing. Should the Client wish to cancel these services before the completion of the project, the contract will be voided and the initial deposit will be forfeited.

Additional Provisions

The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of Utah or Colorado applicable to agreements entered into and performed in the State of Utah or Colorado. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

If Canyonlands Computer Consulting must retain attorneys to collect payments, we will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law.