



Qubit Networks, LLC
Qubit Care Terms and Conditions

September 22, 2014

Term of Agreement

1. This Agreement between [customer name], herein referred to as Customer, and **Qubit Networks, LLC**, herein after referred to as Qubit, is effective on [date], shall remain in force for a period of one (1) year, and be reviewed annually to address any necessary adjustments or modifications for renewal. The Service Agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other thirty (30) days prior written notice of its intent not to renew this Agreement.
2. This Agreement may be terminated by the Customer upon thirty (30) days written notice for any reason.
3. This Agreement may be terminated by Qubit upon sixty (60) days written notice to the Customer for any reason.
4. If either party terminates this Agreement, Qubit will assist Customer in the orderly termination of services, including timely transfer of the services to another designated provider. Customer agrees to pay Qubit the actual costs of rendering such assistance.

Fees and Payment Schedule

1. Customer agrees to pay Qubit the fees described in the attached Qubit proposal. If services are to be invoiced on a monthly basis, the invoices are due and payable on the first day of each month. Services will be suspended if payment is not received within 5 days following date due.
2. Qubit shall invoice in advance for the Services.
3. Qubit shall begin billing for the Services on the date on which the Services have been activated.
4. All charges shall be computed on a calendar-month basis, pro-rated for any partial month. In the event Qubit is unable to activate the Services for reasons outside Qubit's control, including but not limited to delays caused directly or indirectly by Customer or Customer's agents, such Services shall be deemed to have been activated and Qubit shall begin billing.
5. Customer shall pay Qubit's invoices within 30 days of the invoice date. Any payment not made when due is subject to a late charge of 1.5 percent per month (18 percent annum) or the highest amount allowed under applicable law, whichever is less.
6. Qubit shall continue to bill for the Services until Customer advises Qubit with at least 30 days' written notice that it wishes to cancel a Service.
7. If Qubit is required to purchase items on Customer's behalf, Customer shall pay 50 percent of the price of such items in advance and the balance within 10 days of delivery. After Customer has paid such balance, Customer shall have full title to the items, free and clear of any liens held by Qubit.
8. Customer shall pay any tax, surcharge or other government-imposed charges unless Customer has provided Qubit with proof of exemption acceptable to the applicable authorities.
9. All payments must be made by Customer to Qubit at the address set forth on the invoice in United States of America dollars.
10. Payments made by credit card are subject to a 3.25 percent surcharge added to the invoice total.
11. Any checks of Customer returned to Qubit on account of insufficient funds will result in a charge of \$30 to Customer.
12. All fees are nonrefundable, and will cover service fees from Qubit.
13. Qubit may review these fees from time-to-time, and the fees may be changed in accordance with these reviews.

Coverage

Support services apply to all network and VoIP equipment and their associated firmware and software components provided by Qubit at any of the Customer's sites.

Limitation of Liability

1. The liability of Qubit for damages arising out of omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing services or other facilities and not caused by the negligence of

_____ Customer initials

Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period during which such omissions, interruptions, delays, errors or defects in transmission materially impair services. For the purpose of computing such amount, a month is considered to have thirty (30) days.

2. Qubit shall not be liable for any act or omission of any other company or companies furnishing all or a portion of services. No agents or employees of other carriers shall be deemed to be agents or employees of Qubit.
3. The warranties contained herein are exclusive and (i) are given and accepted in lieu of any and all other warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose and (ii) any obligation, liability, right, claim or remedy in contract, tort, product or strict liability, whether or not arising from Qubit's negligence, actual or imputed.
4. Qubit shall not be liable, under any circumstance, for any loss of or damage to data.
5. In no event shall Qubit be liable for damages, including, but not limited to, incidental, consequential (including lost profits), indirect or special damages.

Disputes

1. Should Customer dispute any charge on a Qubit invoice, Customer shall pay all of the non-disputed charges in accordance with Qubit's payment terms. Customer shall not withhold more than 25 percent of the invoice total, regardless of the amount of the dispute, it being understood that Customer's payment does not indicate Customer's acceptance of disputed charges.
2. Customer shall advise Qubit in writing of the reasons for its dispute within 45 days of the invoice date. Customer's decision not to so advise Qubit shall constitute irrevocable proof of Customer's acceptance of the invoice.
3. Qubit shall decide on Customer's dispute in a timely manner. Should Customer not accept Qubit's decision, the parties shall make timely and good faith efforts to resolve the matter.

Warranties; Returns; Disclaimer

1. Any unused hardware or software purchased from Qubit may be returned for a full refund, unless otherwise stated on the proposal, less restocking and shipping fees, within 10 days of receipt by Customer, provided such items are unopened, in original packaging, and in full working order, except that if Customer purchases equipment with a custom configuration, it is not returnable by Customer.
2. QUBIT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

Confidentiality

Each Party shall hold in trust for the other party and shall not disclose to any non-party to the Agreement, any confidential information of the other party. Confidential Information is information which relates to either party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either party.

Sever-Ability

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on Qubit and Customer.

Entire Agreement

This Agreement and any attachments hereto constitute the entire agreement between Customer and Qubit. This Agreement supersedes all prior understandings, agreements, and documentation. Any amendments or modifications shall be in writing and executed by Customer and Qubit.

Miscellaneous

Nothing herein shall be construed to constitute the parties as principal and agent, employer and employee, partners or joint ventures. All controversies arising from this Agreement shall be governed by the laws of the State of Indiana and shall be adjudicated only in the State or Federal courts located in LaPorte County, Indiana. Qubit shall not be responsible

_____ Customer initials

for delays or failure in performance resulting from acts beyond the control of Qubit, including but not limited to natural disasters, acts of God, war, terrorism, any change in or adoption of any law or regulation, or any telecommunication line failures.

Acceptance of Terms

Customer acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind the Customer to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of Customer.

Customer signature below indicates that Customer has read and agrees with the terms of this proposal.

ACCEPTED AND AGREED:

Qubit Networks Signature

Customer Signature

By (Sign)

By (Sign)

Name (Print)

Name (Print)

Title

Title

Date

Date

Qubit Networks
1600 Lake St, Suite D
La Porte, IN 46350

Customer Company Name

Customer Company Address

City, State, ZIP Code

_____ Customer initials