



Solbrekk Service Policies

These terms and conditions apply to all services performed by SOLBREKK.

1. Solbrekk, Inc. shall respond to service requests in an expedient manner during regular business hours (Monday – Friday). Help Desk and on-site service available from 8am-5pm, Central Time.
2. Solbrekk, Inc. remote network support, telephone support, and in-house/depot appointments are billable in increments of 15 minutes per call.
3. Solbrekk, Inc. on-site appointments have a 1-hour minimum charge.
4. Weeknights from 5:00pm – 8:00am and Saturday coverage is billable at a rate that is 1.5 times the standard rate. For Sunday or Holiday coverage the rate is 2 times the standard hourly rate. There is a minimum of 2 hours billable for all after hour's service.
5. There is a \$50.00 in-house service diagnostic fee. If the customer decides to have the repair performed, the diagnostic fee will be waived and the one-hour minimum will be charged.
6. Solbrekk, Inc. provides after hours emergency pager service. There is a \$50 pager fee to use this service.
7. The emergency rate is \$225 per hour with a minimum 2-hour charge for weekdays from 8:00am – 5:00pm.
8. SOLBREKK invoices on a portal to customer basis. This means that the customer is billed from the time the engineer leaves SOLBREKK until the call is complete, with a 1-hour minimum charge. If the customer's site is over fifty (50) miles one-way from Minneapolis, the customer will be charged portal to portal.
9. Payment Terms. Prepaid Service agreement invoices must be paid within 5 business days of invoice date to maintain prepaid rate. A monthly statement listing all activity for the month will be issued to you. Solbrekk reserves the right to increase your rates to standard rates if your account is not in good standing. Time and Material service charges shall be invoiced promptly after completion of the service. Invoice shall be due and payable within fifteen (15) days after date of invoice.
10. Best Efforts. Solbrekk, Inc. agrees to use its best efforts to resolve a Customer's problem. Due to the nature of computer software and hardware we cannot guarantee problem resolution. Customer agrees to remit payment regardless of whether the problem is resolved or not.
11. Liability. In no event will Solbrekk, Inc. be liable for direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use the technical support or software provided, even if advised of the possibility of such damages. In particular, Solbrekk, Inc. shall have no liability for any data stored or processed, including the costs of recovering such data. Nor shall Solbrekk, Inc. have any liability for any downtime experienced due to the loss of any stored or processed data, nor the availability for use of any software or computer systems.
12. Services are performed on a time and material basis. Verbal or written estimates for services are not binding, but are to be used as general guidelines. If the Customer is not satisfied at any point with services being performed, the Customer has the right to ask Solbrekk, Inc. staff to terminate the work being done at any time. The Customer will be charged for only the amount of time spent up to that point.
13. Interest on past due accounts will be billed at 1.5% per month. Customer agrees to pay reasonable collection agency fees and attorney fees incurred by Solbrekk, Inc. should they be necessary to collect a past due invoice.
14. If the Customer hires an employee of Solbrekk, Inc. the Customer shall be bound to the terms of the employee's customer retention agreement. If the Customer hires a Network Engineer employed by Solbrekk, Inc. the Customer or the Network Engineer will be responsible for paying a customer retention fee to Solbrekk equal to 25% of the previous 12 months gross profit for amounts billed to the Customer.
15. No Modifications. No Solbrekk, Inc. agent or employee is authorized to make any modification or additions to this agreement, whether oral or written, expressed or implied.
16. Term of Agreement. This Service Agreement will remain valid until the monies in the account become depleted, or 1 year from the date of the agreement, at which time any remaining monies in the account will be forfeited.
17. Disclaimer of Warranty and Limitation of Remedies. The express warranties set forth herein are in lieu of all other warranties, express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, and all such other warranties are hereby disclaimed and excluded by. SOLBREKK shall not be liable for any loss or damage caused by any delay in providing or furnishing service, products or other performance. Customer's sole and exclusive remedy for any liability of SOLBREKK, whether for breach of any warranty made herein, negligence or other non-performance, shall be limited to repair or replacement of parts found by SOLBREKK to be defective in material or workmanship of re-performance of defective service, such defect occurring within a period of thirty (30) calendar days from the date of installation by SOLBREKK. Such repair or replacement shall be at no charge to customer except for travel and labor charges to remove the defective part and install any replacement part. However, there shall be no labor charge to correct the same equipment failure if SOLBREKK is notified of the failure within seven (7) calendar days from the date the maintenance service was initially provided. In no event shall SOLBREKK's liability of any kind include any special, incidental or consequential damages, even if SOLBREKK shall have knowledge of the possibility of such potential loss or damage.
18. Jurisdiction. This agreement shall be governed by the Laws of the State of Minnesota both as to interpretation and performance.
19. Entire agreement. This agreement covers all services performed by Solbrekk, Inc. for the customer from this point forward. The Customer acknowledges that she/he has read this agreement understands it and agrees to be bound by its terms and conditions and further agree that it is the complete and exclusive statement of the agreement between the parties.

Customer agrees to the above terms and conditions

Customer Signature _____