

## Bode Technical Services Inc., Service Agreement

By entering into any contract or agreement with Bode Technical Services Inc (the "Company") for products and/or services to be provided by Bode Technical Services Inc, you (the "Client") hereby agree to abide by, comply with, and be legally bound by the policies, terms, and conditions hereafter set forth (the "Agreement").

- 1. Description of Services.** The Company will undertake good faith efforts to diagnose and attempt repair of Client's equipment that is not working, or is not performing as intended (the "Services") and/or will provide products requested by Client (the "Parts").
- 2. Independent Contractor.** It is expressly agreed that the Company is acting as an independent contractor and not as an employee in providing the Services and/or Parts under this Agreement. The Company and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
- 3. Payment for Services.** Client will pay the Company for Services rendered. The Company will invoice the Client and remittance will be net due 30 days after the invoice date. All monetary amounts referred to in this Agreement are in United States dollars.
- 4. Payment for Parts.** Any Parts ordered from Company will be through a written purchase order, via email, or via fax. Client will pay the Company for any Parts ordered. The Company will invoice the Client and remittance will be net due upon receipt of invoice.
- 5. Payment for Expenses.** Client will reimburse Company for all expenses associated with the Services and/or Parts, to include a ten percent (10%) administrative fee for expenses the Company pays on behalf of the Client.
- 6. Term.** The term of this Agreement begins as of the first date Services are provided and/or Parts requested and will continue in effect until terminated by either party upon not less than thirty (30) days prior written notice to the other. The Company reserves the right, however, to terminate this Agreement immediately in the event of nonpayment for Services rendered and/or Parts ordered. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to Services performed and/or Parts ordered prior to termination.
- 7. Limits of Liability.** It is understood and agreed that the Company will have no liability to the Client or any other party for any loss or damage (whether direct, indirect, or consequential) which is not set forth in writing and signed by Company prior to start of Services and/or order of Parts.
- 8. Amendments.** Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
- 9. Titles/Headings/Gender.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 10. Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
- 11. Governing Law/Remedies.** This Agreement will be governed by and construed in accordance with the laws of Colorado and the venue for any suit filed in connection with this Agreement shall be the Court of Common Pleas of Denver County, provided any claim involving damages of less than \$20,000 may, at the Company's sole option, be resolved by an arbitrator selected from a panel provided by the American Arbitration Association. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.
- 12. Waiver.** Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

Any Questions regarding this Service Agreement should be directed to:

Bode Technical Services Inc  
234 Columbine Street, Suite 200, Denver CO 80206  
Attn: Mike Bode  
Phone: 855.263.3832  
Email: mike@bodetechnical.com.