

Equipment Delivery and Rental Service Agreement

1. Scope of Services:

1.1 Cyber Solutions, LLC offers equipment delivery and rental services, providing technology equipment such as phones, routers, modems, and related devices to businesses for specified durations.

1.2 The services encompass safe and timely transport of equipment to the Customer's specified location, as well as the rental of equipment for agreed-upon periods. Cyber Solutions, LLC also replaces rented equipment, in the event of equipment failure, and age.

2. Service Agreement:

2.1 By engaging in equipment supply and rental services with Cyber Solutions, LLC, the Customer agrees to abide by the terms and conditions outlined herein.

2.2 Cyber Solutions, LLC reserves the right to modify these terms and conditions at any time. The Customer will be notified of any changes.

2.3 Any modifications to the terms of this contract will be communicated through notification, either on the first page of the invoice or conveyed through a separate written letter. The act of continued payment following such notification shall be deemed as the Customer's acceptance of the introduced changes. It is the Customer's responsibility to review any provided notifications and terms accompanying each invoice. Acceptance through continued payment implies acknowledgment and agreement with the updated terms outlined in the notification.

3. Delivery Timeframe:

3.1 Cyber Solutions, LLC will make reasonable efforts to deliver the equipment within the agreed-upon timeframe.

3.2 Delays due to unforeseen circumstances such as weather, traffic, supply chain issues, pandemics, or other logistical issues are beyond the control of Cyber Solutions, LLC, and the company shall not be held liable for such delays.

4. Delivery Charges:

4.1 Delivery charges are determined based on the type and quantity of equipment supplied, as well as the delivery distance.

4.2 Invoices for delivery charges will be issued in accordance with the agreed-upon terms.

4.3 Additional charges may apply for expedited or specialized delivery services requested by the customer.

5. Site Access

5.1 The Customer shall provide unrestricted and timely access to the designated work site for the purpose of completing the agreed-upon services. Unrestricted access includes, but is not limited to, physical entry to the premises, availability of necessary keys or access codes, and any other requirements essential for the execution of the contracted work.

5.2 In the event that the Customer fails to provide unrestricted site access as specified in Section 5.1, and such restricted access hinders the progress of the work, Cyber Solutions, LLC reserves the right to charge additional labor costs. These costs will be billed at the current time and material rates with a minimum charge of one (1) hour.

5.3 If restricted access occurs, the installer/technician will wait for up to 15 minutes at no additional charge. After this grace period, billing for wait time will commence at the current hourly wait.

6. Rental Duration and Charges:

6.1 The rental period commences on the date specified in the agreement and continues for the duration agreed upon.

6.2 Rental charges are determined based on the type and quantity of equipment rented, as well as the duration of the rental period.

6.3 Invoices for rental charges will be issued in advance of the rental period, and payment is due in accordance with the agreed-upon terms.

7. Equipment Care and Maintenance:

7.1 The Customer is responsible for the proper care and maintenance of the rented equipment during the rental period.

7.2 Any damage or malfunction resulting from misuse or neglect is the Customer's responsibility, and repair or replacement costs will be charged accordingly.

7.3 The Customer agrees to promptly notify the company of any equipment failure or malfunction related to the leased equipment covered under this contract. Notification shall be made within twenty-four (24) hours of the discovery of equipment failure or malfunction.

8. Intellectual Property of Equipment



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8.1 Configurations of all equipment rentals are intellectual property of Cyber Solutions, LLC, and are not for sale and/or disclosure to anyone except authorized employees or agents of Cyber Solutions, LLC.

9. Return of Equipment:

9.1 The Customer is required to return all rented equipment in good working condition at the end of the rental period, or termination of agreement.

9.2 Cyber Solutions, LLC will pick up rental equipment from the installation site, at no additional cost to the Customer.

9.3 The Customer must either make arrangements and allow Cyber Solutions, LLC to pick up equipment from the installation site within fifteen (15) days after the last day of the subscription, or equipment must be returned within fifteen (15) days after the last day of the subscription by the Customer.

9.4 If the Customer fails to allow Cyber Solutions, LLC to pick up the equipment within fifteen (15) days after the last day of the subscription, and the Customer does not return the equipment within fifteen (15) days after the last day of the subscription, the customer will continue to be billed for reoccurring services until the equipment is returned.

9.5 If equipment cannot be returned, or is not returned in working order, then the customer will be charged the manufacturer's suggested retail price (MSRP) plus fifty percent (50%), and any applicable taxes.

9.6 Cyber Solutions, LLC will hold the Customer's data for no more than thirty (30) days after service cancelation, equipment rental return, and/or equipment replacement. If the Customer wishes Cyber Solutions, LLC to retain the data any longer than the duration specified above, then the Customer must remain paying for the services of the respective service and/or equipment.

9.7 Cyber Solutions, LLC is not responsible for any damage to returned items caused by the shipper, nor for packaging, fuel, freight, or handling charges. The Customer is responsible for properly insuring the shipment and all shipping, handling, and fuel changes. Items damaged in shipping are non-refundable, non-returnable, and void any and all warranties or guarantees.

10. Acceptance of Equipment:

10.1 The Customer's acceptance of the delivered equipment indicates that it has been received in satisfactory condition and complies with the order.

10.2 If the Customer refuses to accept the delivered equipment without valid reasons, Cyber Solutions, LLC reserves the right to charge for any additional delivery attempts.

11. Liability Rented Equipment:

11.1 Ownership of the equipment stays with Cyber Solutions, LLC upon equipment delivery.

11.2 The risk of loss or damage to the equipment passes to the Customer upon delivery.

11.3 The customer agrees to designate Cyber Solutions, LLC, as loss payee on any insurance policies covering the leased equipment pursuant to this contract. The Customer must provide proof of insurance to Cyber Solutions, LLC within thirty (30) days of receipt of equipment. Failure to provide a coverage certificate will result in an additional one percent (1%) charge of the monthly recurring invoice or \$40 per month charge, whichever is greater. This charge is non-refundable, however, it will be removed, once proof of coverage is given to Cyber Solutions, LLC, on the next billing cycle/ next reoccurring invoice.

11.4 The loss payee designation is made to protect the interests of Cyber Solutions, LLC in the event of loss, damage, or destruction of the leased equipment covered under this contract. Cyber Solutions, LLC shall have the right to receive direct notice of any insurance claims related to the leased equipment.

11.5 The Customer is required to maintain insurance coverage on the leased equipment throughout the term of this contract. Such insurance coverage shall, at a minimum, cover against loss, damage, theft, and destruction of the leased equipment. The insurance policy shall name Cyber Solutions, LLC as the loss payee.

11.6 Cyber Solutions, LLC will provide required documentation to the Customer's insurance company necessary to obtain coverage. This documentation will be limited to quantities, model numbers, and MSRP.

12. Liability Purchased Equipment:

12.1 Cyber Solutions, LLC is not liable for any damages or losses incurred during the transportation or delivery process, except for damages resulting from gross negligence or willful misconduct.

12.2 Cyber Solutions, LLC is not responsible for any third-party services related to the delivery, such as installation or setup.

12.3 In the event the Customer wishes to return purchased items, Cyber Solutions, LLC is not responsible for any damage to returned items caused by the shipper, nor for packaging, fuel, freight, or handling charges. The Customer is responsible for properly insuring the shipment and all shipping, handling, and fuel changes. Items damaged in shipping are non-refundable, non-returnable, and void any and all warranties or guarantees.

13. Return of Purchased Equipment

13.1 Customers may return items for up to thirty (30) days from the invoice date, a twenty five percent 25% restocking fee will be charged on all returned items.

13.2 After thirty (30) days from the invoice dates items are non-refundable and non-returnable.

13.3 All Labor and Software are non-returnable and non-refundable.

13.4 Special order items are non-returnable and non-refundable upon Cyber Solutions, LLC receiving a signed quote from customer.

14. Tampering or Meddling by Third Parties Vendors:

14.1 Cyber Solutions, LLC and the Customer are aware that various vendors may be involved in a heterogeneous technology environment.

14.2 In the event that a third-party vendor interferes with a system or service either within or outside their designated project scope, resulting in Cyber Solutions, LLC's intervention to rectify the issue to the satisfaction of the Customer or in the event of prolonged downtime exceeding the Customer's expectations, Cyber Solutions, LLC shall undertake the necessary remedial actions at double the standard time and material rate. Cyber Solutions, LLC will invoice the Customer directly and automatically upon completion of the work. It shall be the responsibility of the Customer to seek reimbursement from the interfering vendor.

14.3 Due to the unforeseeable nature of potential damages, of the affected systems, all warranties of workmanship, uptime, performance, and system guarantees are voided for a period of two years. All warranties on hardware are permanently voided until the equipment is purchased and replaced by Cyber Solutions, LLC qualified technicians.

15. Termination of Agreement:

15.1 Either party may terminate the agreement with written notice, subject to the terms of the termination clause.

15.2 If the Customer wishes to terminate re-occurring service with Cyber Solutions, LLC they must give thirty (30) days' notice, or at least one billing cycle notice, whichever is greater.

15.3 Cyber Solutions, LLC does not have termination fees, however the Customer may be responsible for Third-Party vendor termination fees.

15.4 Upon termination, the Customer is obligated to return the rented equipment promptly, as outlined in Section 9 of this contract.

15.5 Cancellation of a subscription causes service to terminate on the selected cancellation date. Some vendors do allow for cancelled services to terminate at the end of the current subscription period. The Customer is responsible for uninstalling all subscription software, and the payment of the remaining commitment of the subscription in full. Cyber Solutions, LLC does not issue partial refunds or credits for current subscription periods.



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15.6 In the event The Customer terminates services with Cyber Solutions, LLC and hires a new vendor, the Customer is required to notify Cyber Solutions, LLC who the vendor taking over services is and who Cyber Solutions, LLC is authorized to release information to.

16. Governing Law:

16.1 These terms and conditions shall be governed by the laws of the state of Iowa.

16.2 Any disputes arising out of or relating to this contract, including its existence, validity, interpretation, performance, breach, or termination shall be resolved through the State Courts located in Warren County, Iowa. Each party consents to the jurisdiction of such courts and agrees that process may be served in the manner provided by applicable law or court rule.

By engaging in equipment supply and rental services with Cyber Solutions, LLC, the Customer acknowledges having read and understood these terms and agrees to be bound by them.

Date: _____

Customer