



Uptime Power Services, Inc.

Terms And Conditions

Suite 103
1046 West Taylor Street
San Jose, CA 95126-1815
Phone: 408.998.8463
Fax: 509.357.6209
E-mail: info@dc-power.com
CA State License: #849335

1. This Agreement sets forth the applicable terms and conditions between Uptime Power Services, Inc. ("UPSI") and its Customer, whose Name / Address is provided on the UPSI Estimate ("Customer"). This Agreement shall be incorporated into and deemed a part of every job quote and/or Estimate provided by UPSI, and together they shall represent the entire agreement between UPSI and Customer with respect to its subject matter.
2. Payment terms as per the Estimate provided by UPSI.
3. All notices, communications to each other shall be via email. Invoices will be emailed, rather than mailed. Customer is to provide UPSI with its current email address. The email address for UPSI is upsinc@dc-power.com.
4. UPSI shall maintain all necessary insurance for its employees, agents and representatives.
5. UPSI agrees to keep all proprietary information of Customer confidential, unless such disclosure is (1) required of UPSI by any court of law, governmental regulatory agency or a subpoena; (2) for the exclusive benefit of Customer, or (3) is necessary for the performance of UPSI's obligations under the job/Estimate for Customer.
6. UPSI, Customer, and their respective affiliates, directors, officers and employees, hereby agree to indemnify, defend, and hold each other harmless from and against any and all claims, suits, expenses, or damages, including without limitations any personal injury or property damages, or other liabilities, including reasonable attorney fees or costs of suit, arising out of, or related to a breach of this Agreement, except to the extent caused by the willful misconduct or negligence of either party. This section shall survive the termination of this Agreement.
7. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which the party may be entitled.
8. This Agreement shall be governed by the laws of the State of California and Customer agrees to jurisdiction herein. Proper venue for any disputes arising out of this Agreement shall be filed in Santa Clara County Superior Court.
9. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, that provision shall be severed, and the remaining provisions shall nevertheless remain in full force and effect.
10. This Agreement may not be assigned or transferred by either party, and shall be binding on the agents, representatives, employees and assigns of both UPSI and Customer.