



Ala Carte Services

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1. INTRODUCTION.

In addition to those Terms and Conditions set forth in the PC TELCOM GENERAL TERMS AND CONDITIONS available online at www.pctelcom.coop and at the Business Office located in Holyoke, Colorado, the following additional terms and conditions shall be applicable to any and all agreements by and between PC Telcom and the Customer for Ala Carte Services. All references to the "Company" in these Terms and Conditions apply to any of the family of PC Telcom companies, or all of them together.

By entering into a specific Service Agreement or another agreement for Ala Carte Services provided by or offered through the Company, the Customer agrees to be bound by these additional terms and conditions.

2. Ala Carte Services would include but not be limited IT Support, Construction Services and Smart Services. Customers should contact PC Telcom to see how we can assist with your specific service needs.

3. SERVICE ORDER AGREEMENT. Customer shall complete a service order requesting ala carte services.

4. EQUIPMENT. Unless specifically agreed to, customer will provide all equipment that the company is connecting, programming, or assisting customer with (Ala Carte Services). Customer is responsible for ensuring that Ala Carte Services are completed in a satisfactory manner. Customer should notify company immediately is Ala Carte Services are not completed in a satisfactory manner. All other

terms and conditions for installation, repair and use of the Equipment or Ala Carte Services are included in the Customer Agreement.

5. LIMITATION OF LIABILITY.

- 5.1. **Loss or Damage.** The company does not represent or warrant Ala Carte Services express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.
- 5.2. **Limitation of Liability.** In addition to the limitations of liability detailed in Section 1 of the General Terms and Conditions, if Company should be found liable for loss or damage due to a failure on the part of Company or its contractors, such liability shall be limited solely to an amount equal to the amount of \$1,000.00 and the aforesaid liability shall be exclusive. All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's facilitating the availability of Ala Carte Services to the Customer.

6. BILLING/PAYMENT FOR SMART HOME SERVICES.

- 6.1. **Terms.** The terms for billing and payment for Ala Carte Services shall be the same as those provided in Section 1, subsection 6, of these General Terms and Conditions.
- 6.2. **Default.** Default for non-payment by Customer shall be as provided in the Ala Carte Services Agreement and these Terms and Conditions which includes, but is not limited to, late charges, termination of service in the event of non-payment, etc.

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