

colossus Ventures Inc
1320 Willow pass road
suite 600 concord
Phone: 1-818-697-9892
California 94520
Website:https://colossusvents.com

INVOICE

INVOICE # 2908202127044

Issued on 29 Aug 2021

BILL TO:

Karen Thomas

12500 Dunlap St Houston, TX 77035, USA Houston
TX USA

SHIP TO:

12500 Dunlap St
Houston, TX 77035, USA
Houston
TX USA

ITEM#	DESCRIPTION	Activation Code	Device Id / Make & Model	Serial Number	Qty	PRICE	TOTAL
1	Streaming Hardware Activation Support	NA	Roku tv	NA	1	34.993	34.993
2	Channel Set Downloading	NA	Roku tv	NA	1	7.4985	7.4985
3	Installation & Configuration	NA	Roku tv	NA	1	7.4985	7.4985
4	Technical Charges	NA	Roku tv	NA	1	0	0
5	Service Extender	NA	Roku tv	NA	1	0	0
Grand Total					5	49.99	49.99

A/C Name : Payment Information

Date/time:29-Aug-2021 16:27:18

Transaction ID: 6537059255

Transaction Type: Authorization w/ Auto Capture

Transaction Status: Settled Successfully

Authorization Code: 212512

I confirm that I have received full services and Support from Colossus Ventures, Inc. inspected everything that I have ordered is correct. I forgo my right to dispute this transaction with my bank and will seek to resolve any issues with the merchant directly or through any other means. As a happy customer, I would like to rate my services 10 out of 10

Colossus Ventures Service Agreement

This Service Agreement is entered into as of 29 Aug, 2021 (the "Effective Date") by and between Colossus Ventures, Inc., a California Corporation, herein after referred to as "Colossus Ventures" and Karen Thomas, [corporation/partnership/etc.] herein after referred to as "Client".

Delivery of Services: Colossus Ventures shall provide remote I.T. support, giving remote support precedence for efficiency and productivity purposes, to Client, located at: 12500 Dunlap St Houston, TX 77035, USA

Start and End Dates of Services: The initial term of Colossus Ventures's services shall commence on 29 Aug, 2021 and shall end provided services on 29 Aug, 2021, after which the services of Colossus Ventures shall continue on a monthly basis.

Type of Services Performed: Colossus Ventures shall provide Client technical support which includes the following: (check all that apply)

- Managed IT Services
- Data Backup and Disaster Recovery
- Network security
- Anti-Virus Security
- Office Automation and Technology Integration
- Long-term Planning and Technology Consultation.
- Computer Network Asset Documentation and Acquisition Services.
- Semi-Annual Network System Check
- Online Network Campaigns
- Television Related hardware and software services
- Other:
- _____

Price and Payment: Colossus Ventures and Client agree on the follow payment terms:

- 1) The Client will pay Colossus Ventures \$ 49.99 (amount) One Time for the services provided.
- 2) Payment method will be billed on signing and automatically billed thirty (30) days after the previous billing period. Payment shall be made via credit card, using the card on file, and will be billed by Colossus Ventures under the name "Tech Services".
- 3) If Client fails to pay for two consecutive months, Colossus Ventures will cease any work and/or support for Client until payment is received.
- 4) Price listed in Line 1 DOES NOT include any costs of material, equipment and/or out-of-pocket costs. A supplemental invoice proposal will be given to Client to approve prior to any expense being incurred for any materials, equipment and/or out-of-pocket costs not covered by this Service Agreement.

Term and Termination:

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Warranty:

Colossus Ventures represents and warrants that it will perform the Services with reasonable care and skill. All parts and equipment shall come with the appropriate and eligible manufacturers' warranty, which will be passed from Colossus Ventures to Client.

Onsite Service Visits:

In the event Colossus Ventures is unable to troubleshoot, diagnosis, repair or solve an issue or problem of the Client, as defined as a service performed under this Agreement, an Onsite Service Visit ("OSV") may be required. Colossus Ventures may coordinate with Client for an OSV to be scheduled, in which all costs of which shall be borne by Client. Colossus Ventures shall inform Client of the additional costs and scopes of this OSV prior to confirming and/or scheduling an OSV.

Relationship of the Parties:

The Parties acknowledge and agree that the Services performed by Colossus Ventures, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship, franchise, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

Confidentiality, Security and Data Integrity:

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

Notice:

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

1. first class mail, 2 days from the date of postmarked;
2. hand or by facsimile transmission, on the date of such delivery or transmission; and

3. electronic mail when the Party sending such communication receives confirmation of such delivery by electronic mail.
2. For any notices to Colossus Ventures, the communication must be to one of the following destinations:
 - Mail: Colossus Ventures, Inc.
640 Bailey Road 217
Pittsburg, CA 94565

Limitations of Liability:

- 1) Subject to the Client's obligation to pay the Price to Colossus Ventures, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price of monthly service for the term of this Agreement.
- 2) To the extent it is lawful to exclude the following heads of loss and subject to the Client's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.

Miscellaneous:

- 1) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- 2) If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- 3) Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- 4) This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- 5) This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- 6) Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its control, including but not limited to natural disasters, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- 7) This Agreement shall be governed by the laws of the State of California, County of Contra Costa, and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory. All disputes, other than for unpaid services by Client, shall be resolved and adjudicated under binding arbitration.
- 8) A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within

thirty days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law. Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator. The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

- 9) Each party acknowledges that it has read this Agreement, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties. This Agreement may not be modified or altered except by mutual written agreement, signed by both parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its or his behalf as of the day and year first above written.

Colossus Ventures, Inc.

Date: _____ Signature: _____

Name: _____

Title: _____

Client: _____

Date: 29 Aug, 2021

Signature:  _____

IP: 162.199.22.205

Name: Karen Thomas

Title: _____