

Intech Computer Solutions, Inc.
Standard Terms and Conditions

1. Intech Computer Solutions, Inc. will bill for our work on an hourly basis, currently \$90.00/hr, with a minimum charge of one and a half hours (1.5). Residential rates may differ at the sole discretion of Intech Computer Solutions, Inc. Payment is due upon completion of services.
2. Intech Computer Solutions Inc. warrants that its services will be performed in a professional and workmanlike manner in accordance with applicable professional standards. However, we do not warrant, nor will we be responsible for, the performance of any third party products. Your sole and exclusive rights and remedies with respect to any third party product will be against the third party vendor and not against us. We do agree, however, to assign to you any assignable warranties we may receive from any such third party vendor. In the event we are asked to re-perform any work and it is determined that we have already met our obligations under this paragraph, you agree to pay us on a time and materials basis at our standard rates for time spent on such additional work. Intech Computer Solutions Inc.'s warranty is void upon any modifications to the services or work performed by Intech Computer Solutions, Inc. by any party other than Intech Computer Solutions, Inc. In the event you request Intech Computer Solutions, Inc. to perform work or services which are contrary to the recommendations of Intech Computer Solutions, Inc., Intech Computer Solutions, Inc. makes no warranty with respect to any such services or work and you agree to indemnify and hold Intech Computer Solutions, Inc. harmless against any damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property incurred as a result of such services or work.

The preceding is our only warranty concerning the services and any work product and is made expressly in lieu of all other warranties and representations, expressed or implied, including any implied warranties of fitness for a particular purpose, merchantability or otherwise.

EXCEPT FOR THE EXPRESS WARRANTY AS DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF INTECH COMPUTER SOLUTIONS, INC. SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTY OR ANY TERMS HEREOF.

3. Intech Computer Solutions Inc.'s maximum liability relating to services rendered under this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to Intech Computer Solutions, Inc. for the portion of its services or work products giving rise to liability. Neither of us will be liable for consequential, incidental, special or punitive damages (including loss profits or savings) even if aware of their possible existence. Neither party will be required to indemnify the other under any settlement made without its consent. This section 3 shall survive termination of this agreement.
4. Intech Computer Solutions, Inc. reserves the right to make changes to these Terms without notice. Customer is advised to review these terms periodically and/or prior to each time of service.
5. Neither of us shall be liable for any delays or failures to perform due to causes beyond our control.
6. This arrangement contract sets forth the complete agreement between the parties and supersedes all previous discussions and communications relating to the subject matter of this arrangement.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
8. All dates or schedules which may be specified for delivery of the services covered hereby and stated only approximately and are estimates. Intech Computer Solutions Inc. shall not incur any liability, either direct or indirect, nor shall any order be cancelled, because of or as a result of any delays in meeting such dates or schedules.

There are no understandings between the parties hereto as to the subject matter of this contract other than as set forth herein. All previous communications between the parties hereto concerning the subject matter of this contract, whether verbal or written, including, but not limited to your order, are hereby abrogated and withdrawn, and this contract constitutes the whole of the agreement between the parties hereto. Any additional Terms and conditions of a Purchase Order or Change Order shall not apply hereto unless agreed to by the parties in writing. Delivery of a Purchase Order by you pursuant to his proposal shall be deemed to be an acceptance by you of the Terms and Conditions of this proposal and the terms and conditions herein. Any different terms or conditions in your Purchase Order, regardless of whether such terms and conditions are material and not, shall not be binding unless expressly accepted in writing by Intech Computer Solutions, Inc. and Intech Computer Solutions, Inc. specifically objects to the inclusion of any different or additional terms and conditions by you in confirming or accepting this proposal. If you do include different or additional terms and conditions in your Purchase Order, acceptance confirmation or other written form sent in response to this proposal, neither Intech Computer Solutions, Inc.'s delivery of all our part of the services, nor any other action except a written writing from Intech Computer Solutions, Inc., shall constitute acceptance of such additional or different terms, by instead the terms and conditions of this proposal shall govern.

9. **LIMITATION OF LIABILITY.** In no event shall Intech Computer Solutions, Inc. be liable to the Customer or to any third party for consequential, incidental or special damages, or for lost profits, resulting from or in any manner related to the products and services provided herein, whether such damages are claimed under contract, tort or any other legal theory. Customer understands that the SOLE AND EXCLUSIVE remedy of the Customer shall be the REPAIR OR REPLACEMENT of any defective product pursuant to the warranty provision hereinabove contained. This limitation of liability shall survive the termination of this contract.