

Nashville Computer, Inc. Terms of Service Agreement

The following are subject to change without notice.

By requesting or accepting any service, support or sales proposals from Nashville Computer, Inc. you are acknowledging that you have read, understand and agree to our terms and conditions listed below. Nashville Computer, Inc. will hereafter be referred to as NCI.

Payment. All rates and quotes for parts, software, product or labor do not include TN sales tax. Payment in full for all service, support and parts are due on completion and payment for product(s) are due on pickup or delivery unless prior arrangements are made. We accept cash, checks, and most major credit cards. Returned checks are subject to a \$30.00 fee. Customers who have net terms, balance is due on receipt. Balances over 30 days will incur a finance charge of 1.75% on the unpaid balance per month (21% APR). Customer agrees to pay reasonable attorney & collection fees and all court costs in order to collect unpaid balance.

Warranty. All in-house repairs and services performed at our location on your equipment with the exception of virus removal, spyware, malware and adware are warranted for a period of 60 days. Hardware warranties will be based on the manufacturer's warranty. Dell products purchased from us, will receive complementary service from our engineers to assist with Dell hardware warranty issues for a period of 60 days from date of purchase. After 60 days, to avoid incurring service charges for our engineer's time, clients can call Dell's Hardware Warranty Support team at 1-800-456-3355 for assistance. Dell or other manufactures warranties do not cover virus/spyware removal, data transfer, backup, recovering or protecting your existing data, application software support and network issues. Engineers will invoice clients for any time working on these issues.

Limits of Liability. NCI's entire liability to you for damages arising from any cause whatsoever with respect to service or support on your computer, printer or network, whether due to NCI's error or negligence or to any other reason, is limited to the amounts that you pay NCI for such service or support. NCI has no liability whatsoever for indirect, special, exemplary, or consequential damages, including without limitation to loss of use, lost

profits or revenue, loss of data, goodwill or any other damages whatsoever not otherwise expressly permitted under this agreement. NCI expressly has no liability for loss of or damage to or corruption of data or software applications while performing service. Your only remedy under these terms and conditions is to seek recovery of damages against NCI in an amount not to exceed what you paid NCI for your service or support.

Data Protection. You understand and agree that prior to contacting, authorizing or allowing a technician or engineer to perform any repair or service work on your computer or network, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that NCI shall not be responsible under any circumstance for any loss or corruption of data and/or software. The customer understands and accepts that some computer applications may no longer work properly after a repair or upgrade, due to the installation of different hardware or software. It will be the customer's responsibility to reconfigure, reinstall or provide us with the appropriate legal software for us to reinstall. NCI is not responsible for loss or damage of customer's equipment in case of fire, theft or any other cause beyond our control.

Confidentiality. NCI agrees not to disclose any information or data files supplied with, stored on, or recovered from customer's computers, except if required to by law.

This agreement shall be governed under the laws of the State of Tennessee and any disputes shall have jurisdiction in the State of Tennessee, County of Williamson.