

Avrem Technologies, LLC

General Terms and Conditions

1. Quotations

Quotes provided by us shall only be valid for a period of fourteen (14) days from the date of the quote and must be accepted by you within that time, otherwise the price will be subject to change. Due to market volatility, CPU and memory pricing shall be based on the market price at the time of order. All estimates for labor are approximate and subject to change.

2. Service Charges

Client shall pay us for services performed based on our current published charges. The current charges for our services, which include installation and maintenance, shall be based on hourly increments at the rate of \$80.00 an hour, billed in 15 minute increments. In addition to our hourly fee, service calls to a client's office or facility within 25 miles of our office (our "service area") and lasting less than four (4) hours shall include a charge of \$20.00. Service calls lasting more than four (4) hours or outside our service area shall include a charge of \$40.00. A charge of \$40.00 shall be collected for any missed appointment. Client shall pay us a fee of \$40.00 for computer diagnostic service, but this fee shall be waived in the event we are retained to provide additional services, in which case our current published rate shall apply. If we are requested to perform work under a warranty and we determine, in our sole discretion, that no malfunction exists or the necessary services are otherwise excluded under these Terms & Conditions ("Agreement"), Client agrees to pay us a service charge of \$40.00.

3. Taxes

Prices are exclusive of all federal, state, municipal, or other political subdivision, excise, sales, use, property, occupational or like taxes now in force or enacted in the future and are therefore subject to an increase equal to any such taxes we may be required to collect or pay upon the sale or delivery of any computer hardware or service purchased or licensed through us, except taxes based on our net income.

4. Parts and Other Expenses

Client shall pay us for all supplies, consumables and replacement parts installed in the performance of our services. The charges for such supplies, consumables and replacement parts shall be our list price at the time we supply them.

5. Payment

The estimated cost of hardware and software is due up front. Additional hardware or software costs, as well as services, together with all applicable shipping and packing charges, fees, all other expenses and taxes shall be payable in full to us within thirty (30) days of receipt of the invoice. For any payment not made when due, client shall pay a late fee of \$30.00. Late payments shall bear interest on the amount due, from the date due at the rate of 5% per month on any unpaid amount for each calendar month or fraction thereof that any payments are in arrears. Notwithstanding the foregoing, we reserve the right to require an additional deposit at the time you place an order with us. If any check delivered by you to us is returned for insufficient funds or is otherwise uncollectible, a service charge of \$30.00 shall be collected. This service charge is in addition to and not in lieu of any applicable late charge and interest.

6. Back-Ups and Data Loss

We take every precaution to safeguard your data. Data loss, however, can occur with any malfunction and it is your responsibility to keep back-ups of important data. We will not be responsible for any lost, damaged or corrupt data, regardless of cause.

7. Software Licensing

All software provided by us shall be subject to the terms and conditions of each software manufacturer's separate End User License Agreement ("EULA"). We shall not be responsible for project delays or other issues arising from any failure by you to provide us with proper third party installation media, serial numbers or license information. We will not install software without a valid license or serial number. If you are unable to provide us with a valid license or serial number, a new copy of the software must be purchased.

8. Client Information Form

Client shall be responsible for keeping current the information contained in the Client Information Form including, but not limited to contact and billing information. We will not be responsible for delays, fees or other matters arising from your responsibility to keep the Client Information Form current.

9. Confidential Information

We regard as highly confidential all information developed by or communicated to us in the course of or in connection with our services to you, and will not, without your prior written approval, make any oral or written disclosures of such confidential information, either during or after the performance of our services except as required by a Court of competent jurisdiction or local, state or federal law.

10. Sales Final

Client shall be solely responsible for the selection, use, efficiency and suitability of computer hardware and software. All sales of computer hardware and software are final and cannot be returned.

11. Limitation on Actions

Any cause of action arising out of or related to this Agreement must be brought no later than one year after the cause of action has accrued.

12. Limited Warranties and Disclaimers

We warrant that our services will be performed consistent with generally accepted industry standards. This warranty shall be valid for thirty (30) days after the performance of our services.

For any breach of the warranty set forth in the paragraph above, client's sole and exclusive remedy shall be the reperformance of the services, or if we are unable to perform the services as warranted, client shall be entitled to recover the fee paid to us for the non-conforming services.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE FOR ANY HARDWARE, PROGRAMS, OTHER PRODUCTS, SUPPORT, MAINTENANCE OR OTHER SERVICES OR GOODS FURNISHED HEREUNDER OR IN CONNECTION HERewith. WE AND OUR DIRECT AND INDIRECT SUPPLIERS DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. WE DO NOT WARRANT THAT THE HARDWARE, PROGRAMS, OTHER PRODUCTS OR OTHER GOODS FURNISHED HEREUNDER WILL MEET CLIENT'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

Warranties made by the manufacturer of third party hardware or the publisher of third party software are solely those of such manufacturer or publisher. We agree to assign to client any and all warranties made by any of them in respect of third party hardware and third party software and which are assignable. Always keep a copy of your invoice as proof of warranty. Warranty applies to hardware only and is valid for one year from invoice date unless otherwise specified.

We shall not be liable to the client for the limited warranties set forth above if the hardware or software: (1) is modified or repaired by someone other than us or is tampered with; (2) is subject to misuse, abuse, neglect, accident, wear and tear, mishandling, misapplication, incompatibility, poor performance or other causes unrelated to defects in the hardware or software; (3) is damaged by programs, data, viruses, or files, during shipments or transmissions; or (4) is not used in accordance with the accompanying documentation and use instructions.

13. Limitation of Liability

OUR DIRECT AND INDIRECT SUPPLIERS' AGGREGATE LIABILITY FOR DAMAGES FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, WILL NOT EXCEED THE TOTAL FEES AND CHARGES PAID BY CLIENT TO US FOR THE RELEVANT GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL WE OR OUR DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS, LOST BUSINESS REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY), OR (B) ANY CLAIM AGAINST CLIENT BY ANY OTHER PERSON. CLIENT HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Our aggregate liability and client's exclusive remedy for any defective third party hardware or third party software provided under this agreement is limited to the terms of the warranties provided by the respective manufacturer or publisher and assigned by us in accordance with this section.

14. Enforcement Expenses

Client agrees to pay all costs, fees and expenses including, but not limited to attorney fees and expenses, court costs and arbitration fees incurred by us in connection with the enforcement of this Agreement or collection of any amount owed to us under this Agreement.

15. Jurisdiction and Venue

The obligations of the parties hereto and the interpretation of this Agreement shall be governed by the laws of the State of Ohio, and venue for any claim or action, or any other matter, under or arising out of this Agreement shall be properly and exclusively in the state courts located in Mahoning County, Ohio.

16. Amendment, Modification

This Agreement is the exclusive agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement is subject to change, in our sole and absolute discretion, without notice.