

## Zenith Solutions COMPUTER SERVICES AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, Client and Zenith Solutions hereby agree as follows:

1. **AUTHORITY TO ENTER INTO AGREEMENT:** Each party to this Agreement has the authority to enter into and form this Agreement. The individuals signing the Agreement have the authority to act as agents of their respective organizations. Each party acknowledges that they have read this Agreement and will abide by it.
2. **SERVICE HOURS:** Standard service hours are Monday – Thursday 3 p.m. to 7 p.m., Friday 3 p.m. to 5 p.m., and Sunday 10 a.m. to 5 p.m. Additional charges may apply for rapid response or service outside of standard hours.
3. **SERVICES AT HOME/OFFICE:** For on-site services, a person at least 18 years of age must be present during the entire time services are provided by Zenith Solutions. Upon arrival at the scheduled service time, a Zenith Solutions agent must have (1) full access to Client's residence or office, (2) full access to the product(s) to be serviced, (3) the Client's consent and cooperation to enter Client's residence or office, (4) a safe working environment and working space, and (4) electrical power. Services may be denied and a cancellation charge of \$50 may be assessed if a Zenith Solutions agent arrives at the scheduled service time and determines that no adult is present or that the agent does not reasonably have the requisite conditions listed above.
4. **DATA BACK UP:** The Client understands and agrees that it is the Client's responsibility to back up all software, data, information, or other files stored on Client's computer's hard drive(s) and/or any other storage devices prior to requesting services from Zenith Solutions. Zenith Solutions will not back up any data on Client's product unless Client specifically requests Zenith Solutions to do so prior to the performance of any service for an additional fee. Client acknowledges and agrees that Zenith Solutions shall not be responsible under any circumstance for any loss, alteration, or corruption of any software, data, information, and/or files.
5. **PRODUCT PICK-UP:** If Zenith Solutions picks up your product for the purpose of performing a requested service(s) and any damage or loss occurs with respect to your product while in Zenith Solutions' possession or control, regardless of causation or fault, Client is only entitled to a reasonably comparable replacement of the product.
6. **EULAs:** For software installations, Zenith Solutions may accept End User License Agreements on your behalf.
7. **\*ESTIMATES:** An estimate for repairs and services shall be given to the Client by Zenith Solutions in writing, and Zenith Solutions may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Zenith Solutions may charge a reasonable fee for services provided to determine the nature of the malfunction or extent of the services required when preparing a written estimate for repairs and services.
8. **PAYMENT:** Zenith Solutions shall invoice Client monthly, unless otherwise expressly specified in the Computer Services Order. Charges shall be payable thirty (30) days from the date of invoice, or on the due date specified in the Computer Services Order, and shall be deemed overdue if they remain unpaid thereafter. Zenith Solutions reserves the right to retain computer(s) and product(s) that are the subject of services provided by Zenith Solutions until all overdue charges are paid.
9. **INDEMNITY:** The Client agrees to indemnify and hold Zenith Solutions, its agents and employees, harmless from and against any and all loss, cost, damage, injury, expense or liability which Zenith Solutions may suffer or sustain or be liable for, and from and against any and all claims, demands, and suits, caused or alleged to have been caused, directly or indirectly, by any and all acts or omissions of Zenith Solutions, its employees, arising out of or connected with the work performed under any services order hereunder, and the Client shall defend any such claims or suit asserted against Zenith Solutions at the Client's sole expense, provided that the Client is notified in writing within ten calendar days of suit or claim against Zenith Solutions, and provided that Zenith Solutions shall have the right, at its option and at its own expense, to participate in the defense of such claim or suit, to employ counsel of its own choosing for such purpose, and to compromise or settle said claim, and provided that the Client gives Zenith Solutions all available information, assistance and authority to enable Client to do so. The foregoing indemnity shall apply only to acts or omissions of Zenith Solutions during the actual period of performance of work upon the Client's property.
10. **CONFIDENTIALITY:** Except as legally required, the parties agree that neither party shall directly or indirectly disclose or use any confidential material or information, that either party has access to due to the work performed under any services order hereunder, without prior written permission from the other party, and shall take various security measures designed to maintain such confidentiality. Such confidential information includes but is not limited to information which relates to research, development, trade secrets, know-how, inventions, technical data, hardware, software, source codes, object codes, manufacture, purchasing, accounting, engineering, marketing, merchandising and selling, business labs or strategies, and information entrusted by third parties to the party disclosing such information. The parties agree that this section shall survive changes to, rescission or termination of this Agreement.
11. **SERVICE LIMITATIONS:** Zenith Solutions reserves the right to refrain from providing any or all services ordered and instead refund the Client's payment, wholly or in part, on the basis that minimum system requirements are not met or if technical conditions (such as wiring difficulties or physical barriers), technical needs, or customer requirements are unusual, extensive, or beyond the scope of this Agreement as reasonably determined by Zenith Solutions.
12. **INSURANCE AND RISK OF LOSS:** The Client bears all responsibility for damages to their equipment, home, office, property, and facilities.
13. **CANCELLATIONS:** To cancel a service order, Client must contact Zenith Solutions at least two (2) hours prior to scheduled service. The amounts paid will be fully refunded in the same manner as received.
14. **FORCE MAJEURE:** Neither party will be considered to be in default or liable in any way under this Agreement in the event that the performance of this Agreement is delayed or impeded by force majeure, to the extent of such delay or impedance. "Force majeure" shall refer to any event beyond the reasonable control of either party and that still cannot be avoided even if the party affected has exercised reasonable care, including but not limited government actions, acts of God, fire, explosions, storms, flood, earthquakes, tides, lightning, catastrophe, or war. But a lack of credit, funds or financing shall not be deemed a circumstances beyond the reasonable control of either party. The party affected by force majeure shall take appropriate measures to mitigate or eliminate the impact of such force majeure and shall attempt to resume the performance of obligations delayed or impeded by such force majeure. As soon as the force majeure event is eliminated, the parties agree to use their best efforts to resume the performance of this Agreement.
15. **ASSIGNABILITY:** This Agreement or any responsibilities for payment or performance thereunder cannot be assigned without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
16. **TERMINATION:** Zenith Solutions shall have the right to terminate this Agreement, or any service order(s), in whole or in part, and the work being performed thereunder, without cause at any time by giving written notice thereof to the Client. The Client shall have the right to terminate this Agreement without cause by giving a sixty (60) day written notice thereof to Zenith Solutions and such termination will be effective only upon the completion of all work to be performed under the service order or orders then existing on the date Zenith Solutions receives such written notice. No such termination shall affect the rights or obligations of either party hereto with respect to the work performed prior to the termination, or the Client's obligation to pay in full all amounts due to Zenith Solutions for work performed prior to the termination in accordance with this Agreement and/or any service order hereunder. Termination of this Agreement or any service order(s) or any work being performed thereunder shall not release either party from any consequence of a breach by it or any of its obligations under this Agreement which occurred prior to such termination. The rights and responsibilities of Paragraphs 5, 8-12, 14, 17, and 18 shall survive the termination of this Agreement.
17. **WARARNTY:** Zenith Solutions guarantees services provided to the Client for thirty (30) days following the date Client received the product(s) and/or services. However, for repairs necessitated by a virus or spyware, the 30-day warranty is only valid if the antivirus and antispyware protection for your product is installed or updated during the repair or promptly thereafter (i.e., before you connect again to the Internet). Client must report any deficiencies in the service provided by Zenith Solutions within the 30-day time period in order to receive warranty remedies. The warranty herein is exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
18. **LIMITATION OF LIABILITY AND REMEDY:** To the extent permitted by law, the Client agrees that Zenith Solutions' total liability, and Client's exclusive remedy, for breach of warranty or for damages related to the services provided under this Agreement is limited to either the re-performance of the services or the total amount paid to Zenith Solutions for such services. Under no circumstances shall Zenith Solutions be liable for any damages, including, but not limited to, any indirect, incidental, special, or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or any other liability arising out of or related to the services provided under this Agreement. Zenith Solutions is not liable for loss, alteration, or corruption of any software, data, information, and/or files from Client's product(s) and/or computer(s).
19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Client and Zenith Solutions and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. Neither this Agreement nor a Computer Services Order may be modified or amended except by written agreement between the parties or their duly authorized representatives.
20. **AMENDMENTS AND SUPPLEMENTS:** Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.
21. **GOVERNING LAW; ATTORNEY'S FEES; VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. In the event of a dispute over this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs from the breaching party. Venue shall be in Miami-Dade County, Florida.
22. **SEVERABILITY:** In the event that any provisions of this Agreement are invalid or unenforceable due to inconsistency with law, then such provisions shall only be invalid or unenforceable to the extent of the jurisdiction of such law, and shall not affect the legal validity of the remaining provisions of this Agreement.