



Standard Terms and Conditions

Security

Computer Software, Inc., its assigned agents, employees, and approved representatives agree to comply with any security requirements established by the customer provided that the Customer provides Computer Software, Inc. with a written copy of its security policies.

Proprietary Information

In the course of this Agreement, each party shall have access to secret or confidential information, records, data specification, systems, methods, plans, policies, inventions, materials and other knowledge (confidential information) owned by the other party. All such material, marked as confidential, shall be and remain the property of the disclosing party. Each party hereto agrees that it shall not reveal any of the material, marked as confidential, to anyone not bound by this agreement.

Equipment Access

In the performance of all services set forth herein, Computer Software, Inc. shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located

Additional Equipment

If equipment is added to the Customer during this contract a new billing rate may be computed for the cost of servicing and maintaining the equipment added. The Customer agrees to notify Computer Software, Inc. of any hardware not purchased through Computer Software, Inc. that is acquired during the period covered by this agreement. Additional fees may apply if said hardware is to be covered by any of the terms of this agreement. Computer Software, Inc. will notify the Customer of any additional charges that might occur by the addition of new equipment.

Ownership of Goods

Title to the goods shall only pass to the client upon payment in full of all sum owing or due to Computer Software, Inc., whether under contract or otherwise. Until such payment, the client shall store the goods in such a way to preserve the value. Computer Software, Inc. reserves the right to collect any goods held by the customer and wholly owned by Computer Software, Inc.

Excluded Services

Maintenance service under this agreement does not include the replacement, repair, or service required as a result of (a) neglect, theft, misuse or accidental damage of the equipment; (b) alterations or modifications to the equipment performed by other than Computer Software, Inc.; (c) the failure of the Customer to provide and maintain a suitable installation environment will all facilities prescribed by Computer Software, Inc. (including, but not limited to proper

electrical power, electrical and power surge protection, air conditioning, or humidity control); (d) user of supplies or material not meeting Computer Software, Inc. specifications; (e) user of the equipment for purposes other than those for which it was designed; (f) electrical work external to the equipment or service connected with equipment relocation, reconfiguration, or additions; (g) cutoff of services to Customer by the utility; (h) problems caused by or relating to the Internet Provider; (i) programming changes, or (j) acts of God.

Limitation of Liability

In the performance of this agreement, Computer Software, Inc. shall be liable only for the expense of providing routing repair, replacement parts, and maintenance service. Further, no liability will arise if the performance of such service is prevented by declared government emergencies, civil disturbances, strikes, or other causes beyond the control of Computer Software, Inc. The Customer agrees that neither Computer Software, Inc. nor its agents and employees shall be liable for any loss or damage to the equipment or other property, injury, or death of customer's agents, employees, or customers arising in connection with the maintenance services provided by Computer Software, inc. under this agreement unless such loss, damage, injury, or death results solely from the gross negligence or willful misconduct of Computer Software, Inc.'s agents or employees.

While Computer Software, Inc. takes responsibility for providing satisfactory maintenance services, it makes no claim that it can maintain this equipment in a manner to prevent fraudulent intrusions including, but not limited to, internet attacks, hackers, spybots, viruses, and fraud. No express or implied warranty is made against any such fraudulent uses that may be made of the equipment.

In no event shall Computer Software, Inc., its agents, and/or its employees be liable for indirect, incidental, or consequential damages including, without limitation, any loss of business, damage, or expense, whether or not Computer Software, Inc. has received notice of the possibility of certainty of such damages of loss, directly or indirectly arising from the Customer's inability to use the equipment, either separately or in combination with any other equipment that is outside of the contract.

Software Licensing

It is the responsibility of the Customer to comply with the terms of use, distribution, duplication, and other requirements, whether public or private in origin, applicable to any software supplied through Computer Software, Inc. or for any software for which Computer Software, Inc. is asked to work on. The Computer Software, Inc. employee reserves the right to delay any project until proof of licensing can be provided.

Force Majeure

Computer Software, Inc.'s failure to perform any term or condition of this agreement as a result of conditions beyond its control such as, but not limited to, war, terrorist attacks, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damaged or destruction of any network facility or servers, shall not be deemed a breach of this agreement.

Amendments to Terms and Conditions

Computer Software, Inc. reserves the right to change these terms and conditions at any time by posting changes on the site. It is the Customer's responsibility to review the terms and conditions on a regular basis to ensure awareness of the latest version.