

Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

This Agreement contains the terms and conditions that apply to Installation Services, Support Services and Training Services (collectively for purposes of this document, "Services") that will be provided to you ("*Customer*") sold by Computing Made Simple, LLC ("*CMS*"). By accepting requested Services described on the invoice, Customer agrees to be bound by and accepts these terms and conditions.

These terms and conditions are subject to change without prior written notice at any time, in Computing Made Simple's sole discretion.

1. **Other Documents.** These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and CMS.
2. **Business Hours.** Standard business hours are Monday - Friday 09:00 am to 05:00 pm Eastern Standard Time. CMS observes all federal holidays. Services outside of this timeframe may incur additional fees.
3. **Payment Terms.** Terms of payment are within CMS's sole discretion, and unless otherwise agreed to by CMS, payment must be received by CMS upon delivery of Services. Cash, personal check, business check, VISA, MasterCard or Debit Card may make payment for Services. Customer is responsible for all taxes associated with the Services. If applicable, a separate charge for taxes will be shown on the invoice.
4. **Service Offerings.** CMS continually upgrades and revises service offerings to provide CMS customers with new service offerings. CMS may revise or discontinue service offerings at any time without prior notice to customers.
5. **Discounts and Special Offerings.** CMS may provide Customer with discounts or other special offers as defined in the current Service Offering list (available upon request or at www.isimplycompute.com). CMS reserves the right to update this list at any time. Senior discounts apply to individuals 60 years of age or older. Package discounts apply for the term defined on the Customer invoice and expire at midnight on the last day of the term.
6. **Service Warranties.** THERE ARE NO WARRANTIES FOR SERVICES.
7. **Technical Support Services.** CMS will provide general technical support to Customer in New Hampshire and Massachusetts, in accordance with the then-current technical support policies in effect.
8. **Technical Support Disputes.** CMS will consider any disputes on Services and provide remediation for any issue ARISING FROM SUPPORT PERFORMED by CMS at no additional cost to Customer. CMS will analyze the issue and provide Customer with documentation indicating whether the issue is due to support performed by CMS. If CMS determines the issue is not related to support, there may be an additional charge to correct the issue.
9. **System and Software Warranties.** Any existing warranty and/or technical support provided on Customer owned computer system(s) and software are provided by the original manufacturer and not by CMS. The warranties and technical support may vary from product to product. CMS will not be held responsible for voiding an existing warranty. If a warranty or third party support exists on hardware or software, CMS may work with the third party to resolve an issue. All documentation for said support must be made available to the CMS consultant prior to the work being performed.
10. **Software.** All software upgrades and installations are subject to the license agreement for said software. Customer agrees that it will be bound by the license agreement once the package is opened or its seal is broken. CMS does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchase and use.

11. **Hardware.** CMS may perform general hardware diagnostics on Customer specified systems. CMS MAY NOT PROVIDE HARDWARE SUPPORT TO SYSTEMS CURRENTLY UNDER WARRANTY WITH THE ORIGINAL MANUFACTURER. In the event of a hardware problem, CMS may recommend specific remediation steps to be taken by Customer to resolve the issue.
12. **Data Backups.** CUSTOMER IS RESPONSIBLE FOR DATA BACKUPS ON SYSTEM PRIOR TO CMS PERFORMING ANY WORK ON SAID SYSTEM.
13. **Training.** Views and opinions expressed during training programs are solely based on the knowledge and experience of the instructor and are not intended to influence the students in any way. CMS is not responsible for student's misuse of training materials and information.
14. **Limitation of Liability.** CMS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR LOST OR CORRUPTED DATA OR SOFTWARE. CMS WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.
15. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) AGAINST CMS, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "CMS") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), CMS's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and CMS.
16. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.