



Terms and Conditions

1. Compensation.

- Customer shall pay **INTERWEBZ** the amount and in the manner described on the Payment Schedule. Unless the Work is described in the Payment schedule as being performed for a Fixed Price, Customer agrees to compensate **INTERWEBZ** on a time and materials basis. Any estimates furnished by **INTERWEBZ** are for Customer's information only, reflects **INTERWEBZ** best estimate at the time made, and are not binding on **INTERWEBZ**.

2. Software and Data stored on Computer.

- Customer is solely responsible for Backing up all software data and setup/configuration information prior to commencement of any Work. In no event shall **INTERWEBZ** be liable to Customer for lost, altered or corrupted data, software, or setup/configuration information. Without limitation, **INTERWEBZ** is not responsible for restoration of software and operating systems. Unless that specific package is purchased by the customer.

3. **INTERWEBZ** Warranty.

- **INTERWEBZ** represents and warrants that it shall use commercially reasonable efforts to perform the Work in a timely and professional manner and that consequently its Work shall be free from material defect for a period of 30 days after it performs the Work (the Warranty Period) when used under conditions for which it was designed and in compliance with manufacturer's instructions. **INTERWEBZ** expressly disclaims any other representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. If customer believes that **INTERWEBZ** Work is materially defective, Customer must notify within a reasonable time and in all events before the expiration of the Warranty Period. If **INTERWEBZ** determines, in its discretion, that its Work is materially defective, **INTERWEBZ** shall use its best efforts to remedy the defect (either by repair or replacement, as elected by **INTERWEBZ** in a

timely matter. If the Work was performed at **INTERWEBZ** facility, then Customer is responsible for returning the computer to **INTERWEBZ** facility for such repair or replacement at Customer's expense. **INTERWEBZ** has the option to repair or replace the defective part or product with a like part or product of equal or similar features, specifications, and functionality. Replacement parts and products may be new or reconditioned of like kind and quality.

4. Limitation of Liability.

- The remedies of Customer set forth in paragraph are exclusive. The total liability and obligation of **INTERWEBZ**, whether based on contract, warranty, negligence, indemnification, strict liability or otherwise, shall not exceed the value of the hardware upon which the Work was performed. In no event shall **INTERWEBZ** be liable for consequential, incidental or special damages, even if **INTERWEBZ** has been advised of the possibility of such damages in advance.

5. Representations and Warranties.

- Customer represents and warrants to **INTERWEBZ** that (a) Customer has the right to use all hardware and software on the computer; and (b) that Customer has complied with all applicable laws, statutes, ordinances, and governmental rules and regulations in acquiring and using all hardware and software on the computer.

6. Miscellaneous.

- This Agreement will be governed, construed, and interpreted under the laws of the State of Texas, excluding principles of choice of law.
- This Agreement constitutes the entire agreement between **INTERWEBZ** and Customer with respect to the Work, and supersedes all promises, and representations made by one party to the other concerning the obligations to be performed hereunder, including any and all work proposals.
- Certain restrictions may apply

INTERWEBZ SOLUTIONS

Management