

Beaches Technology Repair, LLC

BEACHES TECHNOLOGY REPAIR, LLC COMPUTER REPAIR/SERVICE AGREEMENT

Section 1. Agreement

This agreement (the “**Agreement**”) covers all repairs, installations, upgrades, and other services (the “**Services**”) provided to you (the “**Client**”) by Beaches Technology Repair, LLC (“**Beaches Tech**”). The Scope of Work Estimate is an integral part of this Agreement and defines the specific Services to be provided.

Section 2. Pricing and Payments

- 2.1. Unless a fixed fee is quoted on the accompanying Scope of Work Estimate, charges for Services will be calculated based on the cost of computer parts, hardware, software, or any other IT equipment, as well as the amount of time needed for the repair.
- 2.2. For Services to be provided on an hourly basis, the Beaches Tech technician will provide an estimated number of hours to complete the Services specified in the Scope of Work Estimate. When practicable, the Beaches Tech technician will provide that estimate at the time the Client’s equipment is picked up. In any event, the Beaches Tech technician will provide the estimate at the time that he identifies any required parts, hardware, software, and/or equipment necessary for the Services. Estimates of time to complete specified Services are not guaranteed and do not represent the maximum possible time necessary to complete any Services. In the event that Beaches Tech determines that a repair or service may take over twenty percent more time or two hours more than estimated, whichever is longer, the Beaches Tech technician will attempt to contact Client to inform Client of the situation. The technician will stop work until contact is established and Client either authorize the additional work or request that Beaches Tech stop work and return any parts, devices, or hardware to Client. Once Client contacts Beaches Tech with a decision, the technician will stop or continue as Client has decided.
- 2.3. If required to order computer parts, hardware, software, or any other IT equipment in excess of the amount identified in the Scope of Work Estimate for the Services, Client must pay for such costs in advance, prior to the commencement of work on the Services. Costs for computer parts, hardware, software, or any other IT equipment purchased as part of the Services within the amount identified in the Scope of Work Estimate for the Services are due upon completion of the Services.
- 2.4. Full payment for any outstanding balance including labor cost is due upon completion of the Services. After 30 days, past due amounts accrue interest at 1.5% per month.

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Section 3. Estimated Completion Time

Beaches Tech will provide an estimated completion date and time for requested Services and will contact Client once the Services are complete. Estimated completion dates are provided for Client's information and convenience and are not guaranteed.

Section 4. Service Guarantee

- 4.1. Beaches Tech charges for Services upon completion.
- 4.2. If Beaches Tech determines, in its sole discretion, that the Services diagnosed by the technician were unnecessary or inadequate to remedy the issue, Beaches Tech will waive the labor charge for the Services. The Client is still responsible and agrees to pay for any computer parts, hardware, software, or any other IT equipment specified in the Scope of Work Estimate or otherwise authorized by the Client.
- 4.3. Beaches Tech is not liable for faulty parts, which are not covered under this guarantee.

Section 5. Impact of Upgrades

It is the Client's responsibility to understand the impact of upgrades to the operating system, applications, and utility software. Such upgrades can lead to incompatibilities and the possible loss of data. Computer hardware and software work together and incompatibility may not become apparent until a later date. Client is responsible for contacting the supplier of the software regarding compatibility issues before requesting any upgrades. Beaches Tech is not liable for any incompatibility or data loss caused by an upgrade that Client authorized or requested.

Section 6. Liability

- 6.1. Beaches Tech provides no warranty or guaranty except as expressly and specifically set forth in this Agreement.
- 6.2. Data is the most important part of a computer system because it is often irreplaceable. The process of repair may damage or delete data. Client is responsible for backing up his or her data prior to turning Client's device over to Beaches Tech. Client agrees that Beaches Tech is not liable for any loss of data as a result of the Services.
- 6.3. Beaches Tech's liability for damage caused by providing or attempting to provide the Services is limited only to any damage which is determined to be caused directly by Beaches Tech's negligent acts or negligent omissions. Be aware that certain repairs, including but not limited to virus and spyware removal, may damage software and/or data installed on Client's computer. This is to be expected and may require the re-installation of Client's operating system, programs, and data. Loss of or damage to data or software does not alone amount to a negligent act or omission by Beaches Tech.
- 6.4. Client represents and warrants that he or she is authorized to request the Services for the

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equipment, software, and data on which the Services are to be provided. In no event shall Beaches Tech be liable to any third party for the provision of the Services, any loss of or damage to data claimed to belong to a third party related to the provision of the Services, or any loss or damage to software or hardware of any third party related to the provision of the Services. Client agrees to indemnify and hold Beaches Tech harmless for any claim by any third party that Beaches Tech was not authorized to provide the Services requested by Client.

6.5. Beaches Tech’s aggregate liability under this Agreement, and Client’s sole remedy for any breach of this agreement, shall be limited to a refund to Client of the fees paid for Services.

6.6. In no event shall Beaches Tech be liable for any special, indirect, consequential, incidental, or punitive damages, including but not limited to lost revenue or profit, lost or damaged data, business interruption, or lost or damaged equipment, however caused and regardless of the theory of liability or whether arising out of the use of or inability to use Client’s computer or other IT equipment.

Section 7. Governing Law

This Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law principles, and the parties commit to the exclusive jurisdiction and venue of the state and federal courts with jurisdiction over St. Johns County, Florida to adjudicate any dispute arising under or relating to this Agreement.

Section 8. Miscellaneous

If any term or condition of this Agreement is determined to be invalid or unenforceable by any judicial, governmental or similar authority, the remainder of this Agreement will not be affected. Neither party may assign its rights under this Agreement without the prior written consent of the other party. This Agreement embodies the entire agreement and understanding by and between the parties. No change or modification of this Agreement shall be valid or binding unless the same is in writing and signed by both parties.

My signature below confirms that I have read, understand, and agree to be bound by these terms and conditions, including those set forth in the accompanying Scope of Work Estimate.

Beaches Technology Repair, LLC

Client

By: Matthew Urquhart
Its: Co-Manager
Date: _____

Sign: _____
Print name: _____
Date: _____

Beaches Technology Repair, LLC

Scope of Work Estimate

Description of Services:

The billing for this project will be as follows:

- Fixed fee: _____, plus costs including parts and postage
- Hourly labor at a rate of \$__ per full hour, \$__ per half hour, plus costs including parts and postage

Estimated Completion Date / Time:

The estimated completion date / time for this service / repair is: _____

Required Parts, Hardware, Software, and/or Equipment:

Note: if the cost of any parts, hardware, software, and/or equipment specified above exceeds \$_____, these items must be paid for before Beaches Technology Repair, LLC, will begin the project. For parts, hardware, software, and/or equipment below the specified amount, Beaches Technology Repair, LLC, will obtain those items on Client’s behalf and Client will reimburse Beaches Technology Repair, LLC when payment for the Services is due.

Agreed and acknowledged:

<p>Beaches Technology Repair, LLC</p> <p>_____</p> <p>By: <u>Matthew Urquhart</u> Its: <u>Co-Manager</u> Date: _____</p>	<p>Client</p> <p>Sign: _____</p> <p>Print name: _____</p> <p>Date: _____</p>
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