





## TERMS AND CONDITIONS OF SERVICE

Electronic Billboards, Inc. dba: Geeks to the Rescue ("Contractor") shall provide the services requested on the reverse side hereof upon the following terms and conditions:

1. **Obligations of Contractor**
    - A. Provide computer support service, emergency service, and on-site repair services to Customer in a workmanlike manner.
    - B. Observe and abide by all rules and regulations for safety and behavior applicable at Customer's location.
  2. **Obligations of Customer**
    - A. Pay all charges for initial evaluation, and support/repair services on a time and materials basis at the time services are rendered by Contractor. ALL services other than remote support require a one (1) hour minimum.
    - B. ALL services include a document storage fee of 09% per ticket instance.
    - C. Provide Contractor's personnel on Customer's premises with a safe working environment.
  3. **Insurance.** Contractor, at its own cost, shall purchase and maintain accident, property and liability insurance for Contractor's personnel during their performance of services.
  4. **Personnel.** During the period for which Geek Rescue is performing services for Client and for a period of twelve (12) months thereafter Client agrees not to solicit for employment, hire or otherwise any employee of Geek Rescue, without the prior written approval of Geek Rescue. In the event of any breach of this Section Client agrees to pay to Geek Rescue as damages a sum equal to one (1) year of the employee's annual salary.
  5. **Limited Warranty.** Contractor warrants that all services will be performed in a professional and workmanlike manner and will generally conform to industry standards. This warranty shall be valid for fourteen (14) days from the date of performance or the relevant services. **WARRANTY DOES NOT APPLY TO VIRUSES, SPYWARE OR WIRELESS ISSUES.** In the event of a breach of such warranty, Contractor's sole obligation shall be to re-perform the non-conforming services. EXCEPT AS SET FORTH IN THIS SECTION, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.
  6. **Indemnification; Limitation of Liability.**
    - A. Customer hereby releases, and agrees to defend, indemnify and hold Contractor harmless from and against any injury, liability, suits, claims, losses or damages of any kind or nature whatsoever, (including punitive damages, attorney fees, disbursements, and all other costs and expenses incurred in the investigation, defense or settlement of any claims covered by this indemnity) for bodily injuries, property damage, loss of life or property, and claims of third parties, (all referred to as "Claims") incurred in connection with actions arising out of or in any way connected with Contractor's activities or access to Customer's premises, except those Claims caused or occasioned solely by the gross negligence or willful misconduct of Contractor. Customer shall not enter into any settlement that does not contain an unconditional release without obtaining Contractor's prior written consent, which consent shall not be unreasonably withheld or delayed. Customer shall not enter into a settlement of any Claim without the prior written consent of Contractor.
    - B. CUSTOMER AND CONTRACTOR SHALL NOT BE LIABLE TO ONE ANOTHER, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR CONSULTANTS (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUES, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FROM ANY CUSTOMER OF CUSTOMER FOR LOSS OF SERVICES) ARISING OUT OF THIS AGREEMENT OR FROM ANY BREACH OR PARTIAL BREACH OF THE PROVISIONS OF THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION OF ANY OF THE NAMED ENTITIES, THEIR EMPLOYEES, OFFICERS, SUBCONTRACTORS, AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS, OR ARISING UNDER THEORIES OF STRICT LIABILITY OR TORT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- EITHER PARTY'S TOTAL LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT THAT HAS BEEN PAID BY CUSTOMER TO CONTRACTOR UNDER THE APPLICABLE WORK ORDER DURING WHICH THE CLAIM AROSE.
7. **Governing Law.** This agreement is entered into in the State of Oklahoma, and all matters arising out of or relating to this agreement shall be governed by, and construed in accordance with the laws of the State of Oklahoma as if both parties were residents, without regard to its conflict of law provisions.
  8. **Miscellaneous.** These terms and conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the subject matter of these terms and conditions. Contractor shall at all times be an independent contractor, rather than a co-venturer, partner or employee of Customer; nothing herein shall be construed as forming a partnership, joint venture, or any other type of joint business relationship between Customer and Contractor permit or be construed to allow either party to bind the other. No provision of this agreement may be changed or modified in any manner, except by an instrument in writing signed by duly authorized representatives of both parties hereto. Any waiver by either party of any breach of any provision of this agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this agreement. The paragraph and section headings contained in these terms and conditions are for reference purposes only and shall not in any way control the meaning or interpretation of this agreement.
  9. **Abandonment** Any computer left at contractor's office for more than thirty (30) days shall become sole property of Contractor.

The undersigned agrees to the Terms and Conditions of Service printed on this form and on file with Geeks to the Rescue.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_