

Nerds Computer Consulting Inc. Pricing and Terms

Below are The Nerds pricing and terms:

Payment Terms and Release of Liability

I/We, _____, ("CLIENT") agree to the following terms for services rendered by The Nerds, Inc., its agents and service representatives ("The Nerds").

Payment Terms:

CLIENT agrees to pay a basic visit fee of \$50.00 for The Nerds to come to the CLIENT's location to make the service call. In addition, for service performed on Home Computer equipment, CLIENT agrees to pay a service charge of \$65.00 per hour with a minimum 1-hour service charge, and thereafter billed \$65.00 for each hour. For service performed on Business Computer equipment, CLIENT agrees to pay a service charge of \$85.00 per hour with a minimum 1-hour service charge, and thereafter billed \$85.00 each hour. The \$50.00 basic visit fee is not credited towards your service charge and is due regardless of the outcome of service. The minimum charge for Home Computer Service is \$115.00 (basic visit fee plus minimum one hour service charge). The minimum charge for Business Computer Service is \$135.00 (basic visit fee plus minimum one-hour service charge). The Nerds reserves the right to refuse service as well as to change fees and rates at any time without notice. The Nerds does not provide billing services to clients. CLIENT agrees to pay The Nerds for all charges at the time of service.

Release of Liability:

CLIENT agrees to release and hold harmless The Nerds from any and all liability associated with the performance of service or the provision of parts, and acknowledges also that The Nerds offers no explicit or implied warranty or guarantee on services performed or parts provided, other than the manufacturer's warranty. Further:

1. CLIENT acknowledges that due to the nature of the services being performed, there is potential risk of damage or loss including, but not limited to, damage to CLIENT's home, office, computer hardware, cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media.
2. CLIENT agrees to release and hold harmless The Nerds from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of The Nerds.
3. CLIENT grants The Nerds access and permission to physically disassemble any and all computer systems, components, networks, cabling, hubs, routers, switches, peripherals, and accessories.
4. CLIENT grants The Nerds access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate CLIENT's computer software, applications, data, and data storage media including, but not limited to, the computer Operating System, word processing, spreadsheets, databases, workflow,

graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on CLIENT's computer system or network.

5. CLIENT grants THE NERDS permission to physically access CLIENT's home or office property where CLIENT's computer system and/or network resides.

6. CLIENT grants THE NERDS permission to perform modification to CLIENT's home or office property for the purpose of installing or troubleshooting computer and/or networking hardware, cabling, hubs, routers, switches or peripherals. Modification may include such practices as drilling through or disassembling furniture, walls, floors, carpet or trim, laying and removing cabling and devices including affixing cabling and devices to furniture, walls, floors, or trim, using nails, screws, staples, hangers, or plastic ties.

7. CLIENT grants THE NERDS permission to download and/or install software on CLIENT's computer and/or network, including but not limited to, virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by CLIENT.

8. CLIENT grants THE NERDS permission to install hardware in CLIENT's computer and/or network, including but not limited to, memory chips, processor chips, cooling fans, batteries, hard drives, tape drives, storage devices, modem and communication devices, audio and video cards, network interface cards, hubs, routers, switches, printers, scanners, cables, and any other hardware requested to be installed by CLIENT.

9. THE NERDS strongly recommends that CLIENT safeguard critical data by backing up said data prior to any services performed by THE NERDS. CLIENT is responsible for any backup, archiving, or protective storage as well as restoration if required, of CLIENT's data.

THE NERDS is a provider of billable on-site services and does not offer or provide telephone technical support for CLIENT. Neither the signing of this agreement nor the performance of services by THE NERDS implies availability of telephone technical support or of future technical services. This document constitutes the entire agreement between CLIENT and THE NERDS. No other agreement, verbal or otherwise shall be in effect except if agreed to in writing and signed by both parties.

By signing below, CLIENT indicates that he/she has read and understands, and agrees to the terms of this Payment Terms and Release of Liability form, which is kept on file at the offices of THE NERDS.

Signature and Date

Printed Name

Street Address

City, State, Zip