

THESE "TERMS AND CONDITIONS" ARE THE TERMS AND CONDITIONS UNDER WHICH YOU MAY ACCEPT THE Edgewater IT LLC TECHNICAL SUPPORT SERVICES. BY PROCEEDING TO USE THE Edgewater IT LLC SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS AND CONDITIONS, AND ARE AGREEING TO BE BOUND BY THEM WITHOUT MODIFICATION AND UNDERSTAND THAT THESE TERMS AND CONDITIONS

SHALL CONSTITUTE A BINDING AND ENFORCEABLE AGREEMENT BETWEEN YOU AND Edgewater IT LLC. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS WITHOUT MODIFICATION, PLEASE DO NOT PROCEED, CEASE ANY USE OF THE Edgewater IT LLC

**SERVICE DESCRIPTION AND SCOPE OF SUPPORT**

Edgewater IT LLC technical support services are intended to address software and computer related issues including: (a) evaluation of and attempts to correct software, operating systems and networking issues; (b) configuration troubleshooting; (c) virus/spyware troubleshooting; and (d) troubleshooting of software and peripherals support for network, video and sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners and networking equipment. All Edgewater IT LLC services are offered in English. Edgewater IT LLC services are for problem-specific troubleshooting and problem resolution, and excludes: i) computer programming; ii) software development; iii) training on hardware or software use. iv) warranty repairs or product replacement; v) support for Windows Vista and earlier versions of Windows; vi) support for Apple (Mac) operating systems, support for Linux OS of any version. Use of the Edgewater IT LLC services does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications All Edgewater IT LLC services are offered as "best efforts" services and without warranty except as specifically set forth in this Agreement. You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that Edgewater IT LLC technicians may not have the ability to obtain the information necessary to resolve a specific technical problem.

**YOUR RESPONSIBILITIES**

In order to receive Edgewater IT LLC technical support services, you must have: (a) full access (including any required licenses) to the hardware and/or software that is related to the software or hardware problem; and (b) completed a back-up of any data, software, information

or other files stored on your computer disks and/or drives that may be impacted. Miami-Dade Computer and Technology LLC IS NOT RESPONSIBLE FOR ANY LOSS, CORRUPTION OR ALTERATION OF DATA, SOFTWARE OR FILES THAT MAY RESULT FROM Edgewater IT LLC SERVICES OR THE ACTS OF Edgewater IT LLC TECHNICIANS. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL RESTORATION AND RECONSTRUCTION OF LOST OR ALTERED FILES, DATA, OR PROGRAMS.

You are responsible for ensuring that any information or data disclosed to Edgewater IT LLC technicians is not confidential or proprietary to you or any third party. You hereby grant Edgewater IT LLC and its Edgewater IT LLC technicians permission to view, access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform services. You acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting Edgewater IT LLC technical services. You agree to cooperate with and follow instructions provided by Edgewater IT LLC technicians and acknowledge that such cooperation by you is essential to Edgewater IT LLC services to you.

**REPRESENTATIONS AND WARRANTIES**

(a) Disclaimer of warranties: Edgewater IT LLC cannot guarantee that the provision of Edgewater IT LLC technical support services will resolve your issues or problems. Edgewater IT LLC warrants that it will make reasonable efforts to perform Edgewater IT LLC technical support services in a professional manner. TO THE EXTENT PERMITTED BY LAW, THESE TERMS AND CONDITIONS, ANY RECOMMENDATION OF Edgewater IT LLC TECHNICIANS, OR ANY PRODUCT, SERVICE, INFORMATION OR OTHER

MATERIAL OBTAINED VIA THE Edgewater IT LLC SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Edgewater IT LLC MAKES NO WARRANTY THAT (i) THE INFORMATION OBTAINED VIA THE Edgewater IT LLC SERVICES WILL BE ACCURATE OR RELIABLE; OR (ii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM USING THE Edgewater IT LLC SERVICES.

**GENERAL TERMS**

These Terms and Conditions constitute the entire agreement between the parties concerning the subject matter discussed herein and supersede any and all previous oral or written representations, communications, understandings or agreements with respect to such subject matter. These Terms and Conditions shall inure to the benefit of Edgewater IT LLC and its respective successors and assigns. No Waiver of any portion of these Terms and Conditions shall be implied by any course of dealing between you and Edgewater IT LLC. These Terms and Conditions will be construed without regard to the party responsible for its preparation If any provision of these Terms and Conditions is held to be inconsistent with any law, rule or regulation, such provision shall be deemed rescinded or modified in accordance with such law, rule or regulation, and the remainder of these Terms and Conditions shall not be affected. The laws of the State of Florida (excluding the law thereof which requires the application of or reference to the law of any other jurisdiction), will govern these Terms and Conditions and any interpretation, construction, enforcement and disputes of any sort that might arise between you Edgewater IT LLC and/or its affiliates or contractors. Any action or proceeding brought to enforce any right, assert any claim, or obtain relief whatsoever in connection with or relating to these Terms and Conditions or your use of Edgewater IT LLC services, shall be brought exclusively in the Federal and State Courts of the county of Miami-Dade, in the State of Florida, and you consent and submit to the jurisdiction of such courts. All provisions in these Terms and Conditions regarding disclaimers and limitations on liability shall survive any termination of these Terms and Conditions. The headings hereof are descriptive only and not to be used in interpreting the provisions of these Terms and Conditions

I agree to be bound by Edgewater IT LLC Terms and Conditions

Name: \_\_\_\_\_

Company: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_ / \_\_ / \_\_

Seller: Edgewater IT LLC