**NOVA-MAINTAIN Program Terms and Conditions**

**This Agreement was entered between NOVA Computer Solutions L.L.C. referred to as "NOVA" and the above referenced client also referred to as "Client". The parties agree to abide by the terms and conditions as set forth in this agreement.**

1. **Period of the Agreement:** This Agreement is effective as of the contract effective date and remains in effect for 36 months. The contract is renewed automatically after the initial 36 months on a 12 month basis. Upon termination there shall be no refund or credits allowed.
2. **System Maintenance Services:** Professional services include, but are not limited to time spent - either at Client or NOVA’s site. (a) Exclusions: Unless so specified, the Covered System does not include any cabling, or any wiring external to the Covered System, telecommunications devices (including modems), peripheral equipment, software. In no event shall the Covered System include removable magnetic or optical media, ink ribbons, toner cartridges, paper or other supplies, expendables or services.
3. **System Maintenance Services:** NOVA shall perform Virtual Maintenance Services at least once per month. If client experiences a Major Alarms the client will notify NOVA by telephone. Client shall cooperate with NOVA's reasonable requests for assistance to determine the cause of the reported problem and whether an on-site Maintenance Service visit is required. NOVA may assist Client with additional services outside the scope of the Maintenance Services. This assistance will be billed at NOVA’s prevailing hourly rate.
4. **Fees:** The monthly Fee shall be invoiced in full at the beginning of every month. Any other amounts due hereunder, including the applicable Surcharge Rate or any reimbursable out-of-pocket costs, shall be invoiced monthly as well. The rate for additional time needed per month for System Maintenance Services will depend on the package you select. No Travel Cost Within in 25 Miles of Primary Support Office, Discounted Rate for over 25 miles.
5. **Certain Client Responsibilities:** Client shall ensure that: (I) all software and hardware is installed and operated according to applicable manufacturer specifications; (ii) all upgrades and releases have been properly installed; (iii) a uninterrupted and suitable power supply and other environmental conditions have been implemented and maintained; (iv) suitable surge protection devices have been implemented; (v) no other equipment or software having an adverse impact on the system have been introduced; (vi) no repair attempts or other changes have been made other than by or with the express approval of NOVA or the applicable manufacturer, (vii) the systems haven’t been mishandled, neglected, abused, damaged by fire, lightning or water, or otherwise subjected to unusual electrical or physical stress (viii) Client periodically makes and stores in a safe place archival copies of all software and all valuable data. (a) Failure to Comply. NOVA may refuse to provide Service or may treat any such work as Other Billable Maintenance Service at NOVA's prevailing hourly rate.
6. **Cancellation Policy:** NOVA or Customer may cancel this contract for any reason with 90 days written notification.
7. **Limited Warranty:** Client must notify NOVA of any dissatisfaction, problems, or concerns within 3 days of the date the services were provided. Client will grant NOVA a reasonable amount of time to resolve problem to Client’s satisfaction. NOVA represents and warrants that it will use its best efforts to perform Maintenance Services in a competent and workmanlike manner.
8. **Limitation of Liability:** NOVA shall have no liability or responsibility to Client or any other person or entity with respect to any liability, loss, or damage caused directly or indirectly by a manufacturer or third party equipment or programs sold or provided by a manufacturer or third party. This includes, but not limited to, any interruption of service, loss of business or anticipatory profits, or consequential damages resulting from the use or operation of the equipment. NOVA shall not be liable for any loss of data at any time, under any circumstances. Client is responsible for backing up all its data before NOVA performs any service.
9. **Late Charges, Collections and Attorneys’ Fees:** Client will be charged $40.00 for each returned check. Client will be responsible for all attorney fees and costs incurred and collection fees. Any late payment shall be subject to any costs of collection, reasonable legal fees and shall bear interest at the rate of eighteen (18) percent per month or fraction thereof until paid. Client shall pay amounts invoiced under the terms of this Agreement within seven (7) days after receipt of invoice. In any dispute, action, arbitration, bankruptcy, probate, or administrative or judicial proceedings, or any settlement thereof, NOVA shall be entitled to recover attorney’s fees and costs.
10. **Fee Increases:** This contract has an automatic 5% increase yearly and NOVA reserves the right to revise fees at any time. NOVA will provide the Client of the updated fee’s, other than the automatic yearly increase, fifteen (15) days prior to the next month’s invoice.

I / We have read and understand the Terms and Conditions above and agree to be bound by them by digitally accepting the attached quote for services.