

Artisan Computer Services LLC

Customer Service Guarantee

Artisan Computer Services LLC, hereinafter referred to as Artisan, does hereby agree to render services in the form of consultation, network administration, system administration, troubleshooting, repair, setup, workflow automation, installation, database development, and training for computers, related peripherals, networks, and software to the undersigned, hereinafter referred to as Client. Artisan is an independent agent and does not represent any other person, business, or entity. Client does hereby agree to the following payment terms and guarantee. This document represents the entirety of all agreements between Client and Artisan.

Guarantee *Artisan will never have any financial interest in the sale of any material product to Client.* All recommendations are guaranteed free from any such consideration. Any incidental parts used in service to Client will always be used at Client's option. Charges for such items will be equal to Artisan's total cost, applicable taxes, and no more.

Artisan guarantees all service and consultations will meet Client's approval. If Client is not satisfied for any reason, no charges for services will apply if Client notifies Artisan of the dissatisfaction within three (3) days of the completion of the services in question. This guarantee does not apply to charges for incidental costs, software, materials delivered, or travel time.

Billing Terms Billing charges include all services, on-site training, and consultations. Parts, shipping, taxes, and other incidental costs including parking and telecommunication charges are not included. Such incidental costs are always available at Client's option. All on-site, off-site, and telephone services are billed at a one-hour minimum and in half hour increments per Artisan consultant. The minimum time charge will be applied to all scheduled appointments, including cases wherein the client is unavailable without prior notification. Travel time is calculated from the Artisan offices. Round trip travel time of up to one (1) hour is charged at a flat rate. All subsequent round trip travel time is billed at the standard hourly rate. An emergency response fee (per Artisan consultant) will be charged, in addition to the hourly rate, for emergency calls after business hours of Monday through Saturday, 9:00 a.m. to 7:00 p.m. MST and on holidays.

Payment Terms Payment is due within ten (10) calendar days of when services are provided, unless other arrangements are established. Client shall pay the full cost of any parts and related expenses, including parking, telecommunications charges, tax, and shipping. Client is directly responsible for payment to the provider of any parts and related expenses. If services are offered to Client in the form of a quote, half (50%) of the total amount given in the quote will be paid prior to services rendered, with the remaining half paid upon completion of services. If any legal action is required to enforce the obligations of Client, Client agrees to pay all expenses incurred by Artisan including, but not limited to, attorney's fees, court costs, and collection fees. For every ten (10) days past due, a compounding 5% late fee will be assessed to all unpaid balances. Artisan may decline to provide any further services to any Client whose account is past due.

Hardware/Software All modifications and repairs are guaranteed for 60 days. If any system component repaired or modified by Artisan fails during this period, Artisan will replace or repair the component free of charge unless the failure is due to the negligence of Client, the modification of the system by Client or any agent other than Artisan, or other factors outside of Artisan control. This includes any cables, devices, connections, and software that are manufactured especially for use in this system. All modifications to software are designed to meet Client's satisfaction at the time services are completed. In no way shall Artisan be held responsible, accountable, or at fault for the failures of these devices or software or the role of these devices or software in the failure of any other device or software. Artisan will not be liable for the loss of any data or any real or perceived loss of revenue due to loss of data or other system malfunction.

Warranty In the event of any damage, failure, or software conflict caused DIRECTLY by Artisan, the system and its components will be returned, free of charge, to the condition that they were in before said failure or conflict. In the event that any new software, hardware, or any peripheral devices (internal or external) are added to the system after Artisan has completed work, this guarantee is void.

LIMITATION OF LIABILITY NEITHER ARTISAN COMPUTER SERVICES LLC NOR ITS OFFICERS, MEMBERS, EMPLOYEES, ASSOCIATES, OR AGENTS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES HEREUNDER. IN NO EVENT WILL ARTISAN COMPUTER SERVICES LLC BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER.

Contact Name

Phone

Company

Fax

Address

Email

City, State, Zip

Client Signature

Date