

San Diego PC

Remote Access Agreement Spring/Summer 2008

Using remote access software provided by WebEx, San Diego PC will maintain (1) computer on a weekly basis for the flat monthly fee of \$75.00

Services that will be performed every week:

- Perform Critical Software Updates for Microsoft Windows
- Perform Critical Software Updates for Microsoft Office
- Spyware Scanning and Removal
- Virus Scanning and Removal
- Microsoft Windows Maintenance on Hard Drive if necessary
- Windows Memory Optimization for maintaining maximum performance

By signing this document, I hereby authorize Paul Brustas/San Diego PC to use Remote Access via the Internet to maintain my computer. I understand that this is a monthly maintenance agreement and may be canceled at any time by either party.

Signed this ___ day of _____, 2008

Name Printed _____

Name Signed _____

Paul Brustas, San Diego PC _____

Fine Print Page (From the Attorney):

San Diego PC makes no express or implied warranties, including without limitation, warranties of: noninfringement; merchantability; fitness for a particular purpose; that the use of any licensed program or program materials are error-free, will operate without interruption, or are compatible with all Customer's equipment and software configurations. San Diego PC does not warrant that Customer's service will be uninterrupted, error-free, or free from viruses or other harmful components. San Diego PC's service is provided with no warranties regarding security, reliability, protection from attacks, or data integrity.

SAN DIEGO PC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGE, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SAN DIEGO PC OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAN DIEGO PC'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CLIENT TO SAN DIEGO PC DURING THE 12 MONTHS PRECEDING THE INJURY GIVING RISE TO THE CLAIM PURSUANT TO THE SERVICES PROVIDED BY SAN DIEGO PC UNDER THIS AGREEMENT.

This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements made between residents of California for performance entirely within California. The state courts residing in San Diego County, California shall have jurisdiction over any claim brought under this Agreement, and the parties consent to the personal jurisdiction of such courts.