

Remote Access Liability Disclaimer

By allowing us to remotely access your computer equipment, you agree to the following terms and conditions:

Permission to Remotely Access Computer, Network, Hardware, Software and/or Stored Data. This document specifically grants RB's Computer Service, Inc. permission and passage to access client's computer and data networks, hardware, programs and stored data files. This access is granted to facilitate the evaluation of the state of the computer, its programs, settings and data to determine what problems may need to be corrected. RB's Computer Service, Inc. may troubleshoot, evaluate, run programs or install/uninstall software, reconfigure and/or otherwise perform service or technical support work on said computer, any network or equipment that is attached, either directly or through an internal network. RB's Computer Service, Inc. may make any changes that they determine are necessary to increase the performance of the computer equipment and/or to alleviate the problem at hand or any other problem discovered during the course of RB's Computer Service, Inc. remote evaluation and assistance.

This permission is granted fully, without limit and willfully by remote support client, and said evaluation takes place at client's direct request. In no event shall RB's Computer Service, Inc. be liable for any data loss, either currently or previously stored on any computing equipment at clients home or on client's business network, further clarifying and affirming the separation of liability authorized and executed by client. By allowing RB's Computer Service, Inc. to remote in, client agrees to all of these terms and conditions.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall RB's Computer Service, Inc. or its employees, or its assigns be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruptions, loss of business information or any other real or pecuniary loss) arising out of RB's Computer Service, Inc. access to client's computer(s) or network(s), even if RB's Computer Service, Inc. and its employees or assigns have been advised of the possibility of such damages. In any potential litigation RB's Computer Service, Inc. entire liability under any provision of this agreement shall be limited to the amount actually paid by you to RB's Computer Service, Inc. for remote assistance services during this service call event.

IN NO EVENT SHALL **RB'S COMPUTER SERVICE, INC.** AND/OR ITS EMPLOYEES OR OFFICERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY SOFTWARE, OUR TECHNICAL SUPPORT, FAILURE TO PROVIDE SERVICES, ANY LOSS OF DATA OR USE OF YOUR COMPUTER EQUIPMENT.

This agreement shall be governed by the laws of the state of Minnesota and shall inure to the benefit of RB's Computer Service, Inc. and any successors, administrators,

contractors, heirs, and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction located in Sherburne County, Minnesota.

The terms of this agreement may be modified at the sole discretion of RB's Computer Service, Inc. without notice.