

LOANER COMPUTER AGREEMENT

The equipment, including any and all software located thereon (the "Equipment"), will be loaned to the undersigned (the "Customer").

TERMS AND CONDITIONS

Equipment. The Equipment is and shall remain the property of Grisham Information Systems Consulting, LLC. Customer shall not remove, alter, or efface any indication of Grisham Information Systems Consulting, LLC ownership. Customer shall have no rights or property interest in the Equipment other than as set forth in this agreement.

Loaner. A Loaner is equipment provided free of charge to customers who have a computer in for repair at the Grisham Information Systems Consulting, LLC locations. Loaners must be returned to Grisham Information Systems Consulting, LLC within 24 hours of notification that Customer's repair is complete. Customer will be billed at published rates in 24 hour, one week, and one month increments past that time, unless prior arrangements are made and noted on this agreement, and will be responsible for loss or damage as provided in this agreement.

Privacy. Data stored on Loaners will be securely erased by Grisham Information Systems Consulting, LLC before the Equipment is re-entered into the program for future loan or rental. Grisham Information Systems Consulting, LLC is not responsible for any data it erases following return of the Equipment. Grisham Information Systems Consulting, LLC will only access Customer's data for diagnostics. Customer's data will not be transferred, forwarded, posted online, or otherwise shared unless specifically requested or necessary for diagnostic purposes.

Use and storage of equipment. The location, use and storage of the Equipment shall be such as to provide, at all times, reasonable safeguards against damage, loss, or theft. Customer is responsible for any damage to, or loss or theft of, the Equipment, up to and including the full costs of replacing the Equipment.

Warranty. Grisham Information Systems Consulting, LLC warrants that the Equipment will be in good and operating condition upon its delivery to, or pickup by Customer. In the absence of notice to Grisham Information Systems Consulting, LLC within twenty four (24) hours of delivery, Customer acknowledges that the Equipment is in good and operating condition. Grisham Information Systems Consulting, LLC makes no warranties or representations regarding the Equipment other than as expressly stated in this agreement. Grisham Information Systems Consulting, LLC does not warrant the merchantability of the Equipment or its fitness for any particular purpose or use, whether or not such purpose or use is disclosed by Customer. Grisham Information Systems Consulting, LLC's liability for any failure of the Equipment to operate under normal conditions of use is limited to the repair or replacement of the Equipment. Grisham Information Systems Consulting, LLC shall not be liable for any other costs or damages, foreseeable or otherwise, resulting from the failure of the Equipment to operate, including without limitation, any injuries to persons or property, consequential damages, business interruption, or loss of data or profits.

Loss or damage. Customer shall return the Equipment in the same condition as upon delivery. Customer assumes full responsibility for loss, damage or injuries resulting from the use of the Equipment and shall be liable to Grisham Information Systems Consulting, LLC for loss of or any damage to the Equipment up to the full replacement value thereof. Payment shall be due and payable at applicable rates until any such loss or damage has been adjusted with Grisham Information Systems Consulting, LLC.

Repairs, upgrades, and service. Customer shall promptly notify Grisham Information Systems Consulting, LLC of any malfunction of the Equipment. All installation, assembly and disassembly, upgrades, servicing and repairs shall be made only by Grisham Information Systems Consulting, LLC. Customer shall bear the cost of servicing and repairs, unwarranted service calls, or repairs made necessary by Customer's fault or negligence, in which case Customer shall pay for such service at Grisham Information Systems Consulting, LLC's applicable rates, with a minimum of one hour. If Grisham Information Systems Consulting, LLC is unable to make required repairs within a reasonable time, it shall promptly replace the Equipment.

Special Notice Regarding Security Software installed on Loaner Equipment:

Grisham Information Systems Consulting, LLC has installed software on its loaner computers to aid in the prevention of accidental erasure of program and operating system files. This software also prevents updates from being permanent and of particular interest to the customer, the software also prevents the customer from permanently saving any data on the computer. The customer is advised to save any data used or created while using the Grisham Information Systems Consulting, LLC loaner computer on removable media, usually a USB flash, hard disk or optical drive

Governing law and venue. This agreement shall be governed by the laws of the State of Wisconsin and any legal actions regarding this agreement shall be brought in the state and federal courts in the State of Wisconsin.

The Customer accepts the Equipment subject to the terms and conditions stated in this agreement.

Signature _____ **Date** _____

Printed Name _____