

TechSystems IT CONSULTANT/SERVICES AGREEMENT

I. The Parties. This IT Consulting Agreement ("Agreement") is made effective as of _____, by and between:

IT Consultant: TechSystems USA, LLC ("IT Consultant")

AND

Client: _____ ("Client")

with an address of _____.

II. Services. IT Consultant agrees to provide the following Services: *Cloud services & Web applications access, Servers & Computers Support, VPN & Network Support, WIFI networks, Security & Antivirus, Data Backup & Disaster Recovery, Email hosting & collaboration, VOIP phone service* ("Services").

III. Term. Both parties enter into this Agreement for Services with the expectation that it will continue in effect for a minimum term of three (3) years (This is necessary because some of the provided services and licenses are being purchased from larger vendors which require a minimum 3 year term for reselling their services & licenses). If the client initiates the termination of the service agreement, they will continue to be responsible for the repayment of any charges to third party vendors.

IV. Compensation for Services and recurring Licenses & Subscriptions - The Client will be invoiced on the 1st day of each month during the Term of service. The rates below will be adjusted according to the Client's ongoing needs:

■ For _____ devices/hours of recurring monthly services of \$_____.

- ☐ Pre-purchase 80+ support hours at \$85/hr - saving over 48%
- ☐ Pre-purchase 40+ support hours at \$95/hr - saving over 42%
- ☐ Pre-purchase 20+ support hours at \$105/hr - saving over 36%
- ☐ Pre-purchase 10+ support hours at \$115/hr - savings over 30%
- ☐ Pre-purchase 5+ support hours at \$125/hr - saving over 24%
- ☐ Pre-purchase 2 support hours at \$135/hr - saving over 18%

- ☐ 80+ devices - \$85/mo per device
- ☐ 40+ devices - \$95/mo per device
- ☐ 20+ devices - \$105/mo per device
- ☐ 10+ devices - \$115/mo per device
- ☐ 5+ devices - \$125/mo per device
- ☐ 2+ devices - \$135/mo per device

V. Payment: IT Consultant is to be paid within fifteen (15) days after the date of invoice.

VI. Expenses Reimbursement: The IT Consultant shall be reimbursed for all out-of-pocket expenses incurred in providing the services which shall include, but are not limited to: travel to/from work sites out of service area locations; special equipment required for jobs (like scissor lift, scaffolding, or similar).

VII. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when transmitted electronically or by mail.

VIII. Independent Contractor Status. The IT Consultant, under the Internal Revenue Code, is an independent contractor and neither the IT Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the IT Consultant agrees and represents:

- a.) IT Consultant has the right to perform Services for others during the term of this Agreement;
- b.) IT Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.
- c.) The Client will not hire or offer employment to any of the IT Consultant employees;
- d.) The IT Consultant shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

IX. State and Federal Licenses. The IT Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any licenses, permits, and certificates necessary to perform the Services under this Agreement.

X. Indemnification of The Client. IT Consultant shall defend, indemnify, and hold Client and its officers, agents, and employees harmless from all suits, actions, or claims of any character, name, or description including reasonable IT Consultant fees, brought on account of any injuries or damage, or loss received or sustained by any person, persons, or property, arising out of services provided under this Agreement or IT Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other property rights.

XI. Indemnification of the IT Consultant. The Client shall defend, indemnify, and hold the IT Consultant and its officers, agents, and employees harmless from all suits, actions, or claims of any character, name, or description including reasonable IT Consultant fees, brought on account of any injuries or damage, or loss received or sustained by any person, persons, or property, arising out of services provided under this Agreement or IT Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other property rights.

XII. Confidentiality & Proprietary Information. The IT Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the IT Consultant in order for the IT Consultant to perform their duties under this Agreement. The IT Consultant acknowledges that disclosure to a third-party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the IT Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) Any written, printed, graphic, or electronically recorded materials furnished by Client for IT Consultant to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c.) Information belonging to customers and suppliers of the Client about whom the IT Consultant gained knowledge as a result of the IT Consultant's Services to the Client.

XIII. Return of Records. Upon termination of this Agreement, the IT Consultant shall deliver all records, notes, and data of any nature that are in the IT Consultant's possession or under the IT Consultant's control and that are of the Client's property or relate to Client's business.

XIV. Governing Law. This Agreement shall be governed under the laws of the State where services are rendered.

XV. Disputes. If any dispute arises under this Agreement, the IT Consultant and the Client shall negotiate in good faith to settle such dispute. Our sincere goal is to provide excellent customer service, so TechSystems will make every effort to accommodate any express and legitimately perceived customer claims.

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such a case, the affected provision or section shall be enforced as so limited.

Both parties have the right to terminate the service agreement for any reason within 30 days of due notification to the other party in writing.

XVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and IT Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

IT Consultant's Signature _____ Date _____

Print Name & title _____

Client's Signature _____ Date _____

Print Name & title _____