

Computer Consulting Service Agreement

631-586-5811



*Why Hire a Geek
when you can hire a PRO?*

TERREF.COM

Computer Consulting Inc.



TERREF.COM
Computer Consulting Service Agreement
For Computer Services
631-586-5811

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Hardware to be Serviced

Principal Initial	Make	Model #	User	User Name	Password	Terref Serial #

Terms and Conditions

1. Services:

The Consultant shall, during the Term (as defined on page 2) provide to the Principal the computer consulting services described on pages 2 and 3 (the "Services"), at such times as the Principal may reasonably request.

2. Compensation:

The Principal shall pay to the Consultant the hourly Compensation Rate referred to on page 2 for each hour equivalent of providing Services under this Agreement, whether at the Principal's premises or elsewhere, or a proportionate share thereof for any period less than one hour equivalent. The Principal shall reimburse the Consultant for all reasonable expenses authorized in advance by the Principal and incurred in connection with this Agreement. The Consultant shall submit monthly invoices to the Principal for its compensation and related expenses incurred during the preceding month. The Principal shall pay to the Consultant the amount shown on such invoices promptly upon receipt thereof. The Consultant shall maintain complete and accurate accounting records, in a form in accordance with sound accounting practices, to substantiate its invoices hereunder. Such records shall include invoices for labor, invoices for parts and job summaries. The Consultant shall retain such records for one year from the date of final payment under this Agreement. Upon reasonable request, the Principal shall be entitled to a copy of such records for the purposes of credit during the Term and during the period in which the Consultant is required to maintain such records as herein provided.

3. Term:

This Agreement shall commence on the Commencement Date referred to on page 2 and shall remain in effect during the Term indicated on page 2. Upon completion of the Term, the parties may, in writing, agree to extend the Term of service. Notwithstanding the foregoing, this Agreement may be terminated at any time at the option of the Consultant, upon failure of the Principal to comply with the covenants, terms and agreements set forth herein and upon notice of such failure to the Principal. Upon termination of this Agreement, the Consultant shall deliver to the Principal all written or descriptive matter which has been developed, maintained or copied by the Consultant in furtherance of this Agreement, or which may contain Confidential Information (as defined below), including but not limited to drawings, files, lists, plans, blueprints, papers, documents, tapes or any other such media.

4. Confidential Information:

- (a) For the purposes of this Agreement, the term "Confidential Information" means all information disclosed to, or acquired by, the Consultant, its employees or agents in connection with, and during the Term of this Agreement which relates to the Principal's past, present and future research, developments, systems, operations and business activities, including the foregoing:
 - (i) all items and documents prepared for, or submitted to, the Principal in connection with this Agreement and
 - (ii) all information specifically designated by the Principal as confidential;
 - (iii) but shall not include any information which was known to the Consultant, its employees or agents prior to the date hereof, or which was publicly disclosed other than by breach of this Agreement.

- (b) The Consultant acknowledges that pursuant to the performance of its obligations under this Agreement, it may acquire Confidential Information. The Consultant covenants and agrees, during the Term and following termination of this Agreement, to hold and maintain all Confidential Information in trust and confidence for the Principal and not to use Confidential Information other than for the benefit of the Principal. Except as authorized in writing by the Principal, the Consultant covenants and agrees not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services are contemplated for the purposes of carrying out this Agreement.

5. Right in Data: Consultant is not responsible for lost data

- (a) All of the items prepared for or submitted to the Principal under this Agreement (the "Items") shall belong exclusively to the Principal. The Consultant hereby assigns to the Principal the ownership of copyright in the Items and the Principal shall have the right to obtain and hold in its own name, copyrights, registrations and similar protection which may be available in the Items. The Consultant shall give the Principal or its designees all assistance reasonably required to perfect such rights.
- (b) To the extent that any pre-existing materials are contained in the Items, the Consultant grants to the Principal an irrevocable, non-exclusive, worldwide, royalty-free license to:
 - (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon the Items and
 - (ii) authorize others to do any, some or all of the foregoing.
- (c) The Consultant shall have the right to publish any information resulting from its performance under this Agreement in a manner which preserves the Principal's copyright in the Items, after obtaining the Principal's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided that any such approval may be conditional upon reasonable alterations or deletions to ensure that Confidential Information is not published. The Consultant agrees to delay publication of any invention for which the Principal has decided to seek patent protection for a period not to exceed six (6) months from the date that such material is disclosed to the Principal for approval.
- (d) No license or right is granted to the Consultant either expressly or by implication, estoppels or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of the Items, except pre-existing materials of the Consultant, either during the Term or after termination of this Agreement.

6. Consultant is not responsible for damage done to serviced equipment by outside sources such as viruses, downloads, problematic or incompatible software, spyware, power surges and acts of nature.

7. Modifications, additions, software, downloads, program changes done by anyone other than the Consultant or an authorized sub-contractor of the Consultant voids all warranties. Any work done in conjunction with such unauthorized activity will result in additional charges which will be negotiated before any additional work is performed.

PRINCIPAL'S INITIALS

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8. Warranties:

Warranties are VOID if the Consultant's warranty seals are broken and/or a third party has performed any Service contemplated by this Agreement or any work that directly affects the equipment specified herein.

- (a) The Consultant is under no obligation or restriction, nor will it assume any such obligation or restriction, which would in any way interfere or be inconsistent with, or present a conflict of interest concerning the Services to be furnished by it under this Agreement.
- (b) All items delivered to the Principal pursuant to this Agreement are original and no portion of such items, or their use or distribution, violates or is protected by any copyright or similar right of any third party.
- (c) Any information disclosed by the Consultant to the Principal is not confidential and/or proprietary to the Consultant and/or any third party.

9. Trade Marks and Trade Names:

Notwithstanding any other provision of this Agreement, the Consultant shall have no right to use the trademarks or trade names of the Principal or to refer to this Agreement or the Services, directly or indirectly, in connection with any product, service, promotion or publication without the prior written approval of the Principal.

10. Notices:

All notices, requests, demands or other communications required by this Agreement or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same to the parties at their respective addresses set forth on page 2 or to such other address as may, from time to time, be designated by notice given in the manner provided in this paragraph.

11. Insurance:

The Consultant shall maintain, throughout the performance of its obligations under this Agreement, adequate general liability insurance providing coverage against liability for bodily injury, death and property damage which may arise out of or based upon any act or omission of the Consultant or any of its employees, agents or sub-contractors under this Agreement. Upon written request, the Consultant shall promptly provide certificates from its insurers indicating the amount of insurance coverage, the nature of such coverage and the expiration date of each applicable policy.

12. Entire Agreement:

This Agreement sets forth the entire Agreement between the parties hereto in connection with the subject matter hereof. No alteration, amendment or qualification of this Agreement shall be valid unless it is in writing and is executed by both of the parties hereto.

13. Severability:

If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court by competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be considered construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

14. Further Assurances:

The parties hereto covenant and agree that each shall and will, upon reasonable request of the other, make, do execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of these terms and conditions of this Agreement.

15. Successors and Assigns:

Neither the Principal nor the Consultant shall assign this Agreement or any interest herein without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

16. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws and rules thereof. The State and Federal courts located in the State of New York shall have exclusive jurisdiction over any and all disputes between the parties hereto, whether in law or equity, arising out of or relating to this Agreement and the parties consent to and agree to submit to the jurisdiction of such courts.

17. Relationship:

The Consultant shall perform the Services as an independent contractor. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of the Principal as agent or employer and employee between the parties hereto or to provide either party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party. The Consultant also agrees that it will not hold itself out as an affiliate of or partner, joint venturer, co-principal or co-employer with the Principal, by reason of this Agreement and that the Consultant will not knowingly permit any of its employees, agents or consultants to hold themselves out as, or claim to be, officers or employees of the Principal by reason of the Agreement.

18. Construction:

In this Agreement, except as otherwise expressly provided, all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case required and the verb shall be read and construed as agreeing with the required word and pronoun.

19. Headings:

The division of this Agreement into paragraphs and the use of headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.

Usage and Distribution of Hours:

Service at Business or Home

<u>Regular Hours 9AM - 5PM</u>	<u>Saturday Excluding Holidays</u>
Monday through Friday excluding holidays; 1 Hour is equal to 1 Hour Equivalent	1 Hour is equal to 1.5 Hour Equivalents Sunday excluding holidays 1 Hour is equal to 2 Hour Equivalent
<u>5:01PM through 8:59AM</u>	<u>Holiday Time</u>
Monday through Friday excluding holidays; 1 Hour is equal to 1.5 Hour Equivalent	1 Hour is equal to 2.5 Hour Equivalent

Phone Support

<u>Regular Hours 9AM - 5PM</u>	<u>Saturday Excluding Holidays</u>
Free for The First 30 Minutes Monday through Friday excluding holidays; every 1 Hours is equal to 1 Hour Equivalent	1 Hour is equal to 1.5 Hour Equivalents <u>Sunday</u> excluding holidays; 1 Hour is equal to 2 Hour Equivalent
<u>5:01PM through 8:59AM</u>	<u>Holiday Time</u>
Monday through Friday excluding holidays; 1 Hour is equal to 1 Hour Equivalent	1 Hour is equal to 2 Hour Equivalent

Remote Log In

<u>Regular Hours 9AM - 5PM</u>	<u>Saturday Excluding Holidays</u>
Monday through Friday excluding holidays; 1 Hour is equal to 1 Hour Equivalent	1 Hour is equal to 1.5 Hour Equivalent <u>Sunday</u> excluding holidays; 1 Hour is equal to 2 Hour Equivalent
<u>5:01PM through 8:59AM</u>	<u>Holiday Time</u>
Monday through Friday excluding holidays; 1 Hour is equal to 1.5 Hour Equivalent	1 Hour is equal to 2 Hour Equivalent

In-House Work (At Consultant's Office)

<u>Regular Hours 9AM - 5PM</u>	<u>Saturday Excluding Holidays</u>
Monday through Friday excluding holidays; 1 Hour is equal to 1 Hour Equivalent	1 Hour is equal to 1.5 Hour Equivalent <u>Sunday</u> excluding holidays; 1 Hour is equal to 2 Hour Equivalent
<u>5:01PM through 8:59AM</u>	<u>Holiday Time</u>
Monday through Friday excluding holidays; 1 Hour is equal to 1 Hour Equivalent	1 Hour is equal to 2 Hour Equivalent

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Price List for Computer Services

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Purchase 10 hours \$1550.00
Save \$100

Purchase 15 hours \$2175.00
Save \$300

Purchase 20 hours \$2700.00
Save \$600.00

Purchase 40 hours for \$5000.00
Save \$1600.00

The package you choose has no expiration date.

This pricing offer will expire 12/30/22