

**DELLICKER STRATEGIES-ESCNJ MEMBER CLIENT AGREEMENT FOR  
INTERNET AND TECHNOLOGY CONSULTING SERVICES  
PURSUANT TO NJ STATE CO-OP CONTRACT ESCNJ 18/19-18**



This CLIENT AGREEMENT (AGREEMENT) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Dellicker Strategies, LLC ("Dellicker") and \_\_\_\_\_ ("Client"). Client agrees that Dellicker will provide consulting services and/or solutions subject to the following terms and conditions and as described in the Statement of Work (SOW).

1. **BACKGROUND.** This AGREEMENT is governed by the Master Service Agreement (MSA) executed between the Educational Services Commission of New Jersey (ESCNJ) and Dellicker for Internet and Technology Consulting Services RFP ESCNJ 18/19-18 for the term of service September 21, 2018 to September 20, 2021. To the extent that there are any inconsistencies between this AGREEMENT, the MSA and the SOW, the MSA shall take precedence, followed by this Agreement and the SOW.
2. **TERMINATION.** Either party may terminate this agreement at any time upon thirty calendar (30) days written notice. In event of cancellation or termination, Client shall only be liable for any unpaid fees for work performed.
3. **PAYMENT TERMS.** Unless otherwise provided in the Statement of Work (SOW), Dellicker will invoice the client monthly for fees and expenses. All invoices will be due and payable in full by Client within thirty (30) days of receipt of an invoice. If Client reasonably disputes any invoice amount, Client will pay all undisputed amounts within the time frames specified above and the parties will cooperate to verify any disputed amounts. In the event any invoice not reasonably disputed in good faith is not paid when due, the balance thereof shall bear interest at the rate of 1% per month.
4. **CONFIDENTIALITY.** If the Client discloses any unauthorized confidential or personally identifiable information to Dellicker, Client agrees and acknowledges that Dellicker shall not be liable in any manner for the disclosure of that information. Client shall indemnify, hold harmless and defend Dellicker and its members, employees, subcontractors, representatives, agents, successors and assigns ( "Dellicker Indemnified Parties") from and against any and all losses, causes of action, lawsuits, investigations, costs, expenses, damages or other liabilities incurred by Dellicker Indemnified Parties in relation to or arising out of such disclosure of personally identifiable information or any other information provided by Client.
5. **OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.** All right, title and interest in and to any information (including but not limited to Confidential Information), programs, systems, data and other material furnished to either party by the other party or otherwise obtained by either party hereunder, and all proprietary and intellectual property rights associated with the foregoing, shall remain the property of the providing party or disclosing party. Dellicker has the right to use derivative works of CLIENT deliverables for other customers and for other purposes without limitation provided that such use does not violate the confidentiality obligations of Dellicker.
6. **DISCLAIMER.** EXCEPT AS STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE FOR THE SERVICES OR DELIVERABLES FURNISHED OR PROVIDED HEREUNDER. DELLICKER STRATEGIES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
7. **LIMITATION OF LIABILITY.** Client agrees that Dellicker shall not be liable for any damages of any kind incurred by the Client in connection with any equipment, materials and/or services not provided by Dellicker. Client agrees not to pursue any claims of any kind regarding or relating to such equipment, materials, or services against Dellicker. IN NO EVENT SHALL DELLICKER BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF DELLICKER HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT HEREUNDER PURSUANT TO THE STATEMENT OF WORK, FOR ANY AND ALL CLAIMS, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND THE CLIENT HEREBY RELEASES DELLICKER FOR ANY DAMAGES IN EXCESS OF THE FOREGOING. ACCEPTED AND AGREED TO:

**CLIENT:**  
Address  
Contact:

DELLICKER STRATEGIES, LLC  
8766 Bittners Court, Germansville, PA 18053  
Contact: Phone: 484-788-1221 | Email: kevin@dellicker.com

**Signature**

Signature

**Name:**

Name:

**Title:**

Title:

**Date:**

Date: