



Absolute IT Services Inc.

P.O. Box 30773
Midwest City, OK 73140
405-246-9621
www.absoluteitokc.com



TERMS & CONDITIONS

1. **PARTIES** _____ (“CLIENT”) engages **Absolute IT Services Inc. (AIT)**, as an independent contractor, to provide technical operations consulting and related SERVICES, (“SERVICES”) in accordance with the terms of this Agreement. Absolute IT Services Inc. agrees to perform such SERVICES in accordance with the scope of work authorized by the CLIENT in attached documents.
2. **TERM.** This Agreement is effective as of the signed date below and will remain in effect until terminated in accordance with the terms of this Agreement (“TERM”).
3. **WARRANTY/DISCLAIMER.** Absolute IT Services Inc. is consulting with CLIENT and analyzing CLIENT’s computer system and making recommendations based upon its monitoring and inspection of CLIENT’s system that is limited in scope. Absolute IT Services Inc. warrants that SERVICES provided will be of good, workmanlike reliability and quality.
 - a. If a manufacturer warranty applies, it will be in effect for thirty (30) days, from the date the SERVICES are rendered. Absolute IT Services Inc. does not warrant that because of monitoring or limited inspection, AIT will identify all of the potential problems or issues with CLIENT’s system, nor does AIT warrant that their recommendation will remedy all IT related problems or issues that CLIENT may experience.
 - b. Except as specifically provided in the above paragraph, Absolute IT Services Inc. makes no representation as to the material, workmanship, merchantability or fitness for any particular purpose for SERVICES provided hereunder.
4. **LIMITATION OF LIABILITY.** If any service performed by Absolute IT Services Inc. results in damage to CLIENT’s systems or equipment, Absolute IT Services Inc.’s liability will be limited solely to the cost to repair or replace (at Absolute IT Services Inc.’s sole and absolute discretion) the damaged systems or equipment. No obligations or liability shall arise out of Absolute IT Services Inc.’s rendering of technical or other advice in connection with SERVICES rendered hereunder. Absolute IT Services Inc. strongly recommends that CLIENT backup all data before making any changes to equipment or systems, which might affect such data, such that Absolute IT Services Inc. will not be responsible for lost or damaged data if same is not backed up on a regular basis by CLIENT or prior to any SERVICES to be provided by Absolute IT Services Inc. to CLIENT. CLIENT will indemnify and hold Absolute IT Services Inc. harmless from all damages, expenses (including reasonable attorney’s fees) and other costs or liabilities resulting from any such liability for lost or destroyed data. Notwithstanding anything to the contrary contained in this Agreement, and except as specifically otherwise set forth above, Absolute IT Services Inc.’s total liability under this agreement, from all claims and causes of action under all theories of liability, will be limited to the payments actually received by Absolute IT Services Inc. from CLIENT during the three (3) months immediately prior to the date of the event giving rise to any claim or liability. In no event will either party be liable to the other party or to any third party for any special, incidental, punitive, exemplary or consequential damages, including, without limitation, lost profits, loss of use, loss of data or loss of goodwill, or the costs of procuring substitute SERVICES, arising out of or in connection with this agreement or the use or operation of the SERVICES, whether such liability arises from any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and whether or not a party has been advised of the possibility of such damage.
5. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding and inure to the benefit of Absolute IT Services Inc. and its successors and assigns and binding upon CLIENT and its successors and assigns. This Agreement may not be modified except by a written instrument signed by all parties.





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6. CLIENT'S DUTIES AND RESPONSIBILITIES.

- a. CLIENT's duties hereunder shall also include, but not limited to, the following:
 - i. CLIENT is responsible for buying and maintaining appropriate software licensing, whether recommended by AIT or not, unless otherwise agreed to in subsequent ATTACHMENTS.
 - ii. It is further responsibility of CLIENT to be certain that all daily backups are performed and in good working order, (unless Absolute IT Services Inc. is specifically contracted to provide this service and per an agreement in the form of an ATTACHMENT to provide primary responsibility for this specific task). In ANY case Absolute IT Services Inc. cannot be responsible for the loss of data or for data integrity for any reason. If CLIENT has concerns about the performance of its backup systems, Absolute IT Services Inc. must be immediately advised in writing. Note: Online communication to AIT must elicit a response for the notification to be in force.
7. **TERMINATION.** Either party may terminate this Agreement at any time and for any reason by providing 30 days prior written notice. If CLIENT cancels or terminates this Agreement, any amounts that have been prepaid as a retainer for service of Absolute IT Services Inc. will remain on account for the benefit of CLIENT for a maximum period of one (1) year from the date of termination or cancellation or until the funds have been completely exhausted. In the event that the funds are not exhausted within one (1) year period they shall be forfeited to Absolute IT Services Inc. and Absolute IT Services Inc. shall have no obligation to account to CLIENT or refund any money to CLIENT. In the event that Absolute IT Services Inc. cancels or terminates this Agreement prior to its expiration, any credit balance will be refunded to CLIENT within one month of the cancellation.
8. **CONFIDENTIALITY.** Absolute IT Services Inc. and CLIENT mutually agree to consider and hold all matters relating to CLIENT's and Absolute IT Services Inc.'s business to be privileged in strict confidence and shall not disclose same without the prior written consent of the other. Notwithstanding the foregoing, Absolute IT Services Inc. shall be permitted to disclose that it has performed work for CLIENT, including the general nature of the work performed.
9. **DISPUTES.** Both parties agree that in the event of any dispute, a formal (in writing) attempt towards a good faith resolution shall be attempted. Subsequently, any disputes between the parties for resolution less than \$5,000 shall be resolved in small claims court in Oklahoma County, OK. Any disputes in excess of \$5,000 shall be subject to Arbitration by a single arbitrator under the auspices of the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules. All arbitration proceedings shall be conducted in accord with the rules of the AAA at the branch of the AAA closest to OUR principal place of business.
10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. CLIENT consents to jurisdiction of said courts, whether State or Federal, in Oklahoma County, State of Oklahoma.
11. **FORCE MAJEURE.** No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature(including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused





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obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated."

- 12. **PAYMENT TERMS.** Payment terms will be determined based on attachments to this document. All hardware and software purchases over \$2,000 require a 50% partial payment prior to purchase. Disputed Invoices must be reported in writing within five business days of Invoice Date. In the event CLIENT fails or refuses to pay any invoice for 30 days or more, Absolute IT Services Inc. may cease all further work until such time as payment in full is received and may charge interest at the rate of twenty-five percent (25%) per month for each month on the remaining amount due.
- 13. **NON-SOLICITATION.** During the Term of this Agreement and for one (1) year thereafter, Absolute IT Services Inc. and CLIENT mutually agree not to solicit each other's employees for employment.
- 14. **OWNERSHIP OF INTELLECTUAL PROPERTY.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the CLIENT. The use of the Intellectual Property by the CLIENT will not be restricted in any manner. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the CLIENT.
- 15. **WAIVER.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
- 16. **ENTIRE AGREEMENT.** This Agreement (including all exhibits or attachments hereto) constitutes the complete and exclusive statement of the agreement between parties, which supersedes all prior and/or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

CLIENT

Company: _____
 Address: _____
 City, State, Zip _____
 Telephone _____

Absolute IT Services Inc.

8855 East Reno Ave., STE-208
 Midwest City, OK 73110
 (405) 246-9621

Printed Name _____
 Title _____
 Signature _____
 Date _____

Christopher Gay
 CEO

