



1250 Powers Ferry CMN SE
Marietta, GA 30067
770-953-2500 (office) 866-245-8346 (fax)
www.csatlanta.com

Project Terms and Conditions

TERM: This agreement between Conquest Solutions and Client shall be effective on the date signed above, and shall remain in force for a period of 12 months or until the project is completed.

FEES AND PAYMENT SCHEDULE: The parties have agreed to the pricing structure outlined in the quote above. A deposit of 75% is due and payable upon acceptance of this quote and the remaining 25% balance is due following project installation. Following the completion of the project, client will be invoiced for any additional materials/labor and any change orders approved by the client during the project. Failure to pay any balance due or ongoing service fees within 30 days of the invoice due date, will result in the client's access being removed and services stopped until payment is received.

FINANCING: Conquest Solutions partners with Western Equipment Finance, which is a full service commercial equipment finance company that provides both lease and conventional financing options. We can provide you with a leasing quote if you are interested in financing the total cost of the project.

WARRANTY: Equipment warranties shall be for one (1) year from the date of purchase unless noted otherwise. The installation/labor required to assemble an installed system shall be warranted for **thirty (30) days** after the date of installation unless otherwise specified. The installation (labor) warranty is restricted to the supply of necessary parts, replacements due to faulty workmanship or defective materials, but does not include repairs, adjustments or replacements made necessary by fire, water damage, acts of God, or accidents due to misuse or abuse of the system. Any labor or on-site service that is required for any equipment failure that is under manufacturer warranty (but after the labor warranty expires) will be subject to our current on-site billable service call rate.

CHANGE ORDERS: Change orders may be initiated by either Conquest or the Client for any equipment or work that modifies, expands or reduces the initial agreed upon scope of work. Conquest shall not be required to perform Work that is beyond the general scope of work described in the quote above, unless both parties agree to the scope of work changes with a signed Change Order. Conquest reserves the right to charge Client for any additional labor and expenses in connection with the approved change order.

STATUS AS INDEPENDENT CONTRACTORS: This agreement shall not constitute, create or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the



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other party except as expressly provided for herein. Contractor assumes sole responsibility for determining the manner and means of performance hereunder.

TERMINATION: Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting party specifying the default. Either party may terminate this Agreement at any stage upon sixty (60) days written notice. If Client terminates agreement or decides not to pursue the project, any purchased equipment or expended labor on behalf of the project/client will be due and payable at full value to Conquest within 15 days from the termination. In addition, if equipment purchased on behalf of the Client and can be returned to the manufacturer, a 30% restocking charge will be charged to the Client.

WAIVER OF TRIAL BY JURY: The parties hereto shall and they hereby do waive, where permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other in any matters whatsoever arising out of, or in any way connected with this agreement.

STANDARD OF PERFORMANCE: Conquest warrants and represents that he or she possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Conquest agrees to perform in a diligent, efficient, competent and skillful manner, commensurate with the highest standards of the profession and to devote such time as is necessary to perform the services required under this Agreement. All Conquest employees and affiliates will be required to comply with all Client security and sign-in measures.

CONQUEST RESPONSIBILITIES:

- Clearly document the services provided
- Meet expected response times
- Provide systems configurations to meet Client's Security Standards
- Appropriately manage customer communications, including notification of all scheduled on-site service
- Provide appropriately trained professional technical staff
- Conquest Staff will be in attire that designates them as a Conquest employee
- Provide timely project recaps after service visits detailing work completed by Conquest.

CLIENT RESPONSIBILITIES:

- Utilize the standard contact methods for requesting service.
- Provide a thorough and detailed account of the issue when requesting service.
- Provide Conquest technicians with full administrator access to supported devices.
- Consult with Conquest prior to purchasing any hardware or software that will be supported by Conquest and will reside on the Client's Network.
- Notify Conquest of ANY technology changes in a timely manner



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- Timely submission of all payments to Conquest. Failure to pay any balance due or ongoing service fees within 60 days of the invoice due date, will result in the client's access being removed and/or services stopped until payment is received.
- Credit Card payments are subject to a 2.9% convenience fee.
- Aging Accounts Payable are subject to a 2% penalty each month after 30 days overdue.
- Client acknowledges and agrees that the providing of the Services may in some circumstances result in the disruption of services at Client Facility or on Client's computer systems or loss or damage to software or hardware.

SERVICE LIMITATIONS AND EXCLUSIONS:

Conquest cannot guarantee service levels when faced with circumstances beyond its control. This includes but is not limited to: natural or man-made disasters; fire alarms; electrical and Internet outages or disruptions; building construction; equipment failure related to abuse, ETC. If Client refuses or declines any IT or security recommendation made by Conquest, Client will assume all responsibility for any security hole, breach, backup failure, or any other security failure as a result of Client's decline or refusal of the recommendation and is subject to the termination clause.

EMERGENCY SUPPORT: Client may need support on an emergency basis and outside the normal business hours covered by Conquest's Help Desk. This after-hours emergency support will be redirected to the appropriate resources and will be handled on a best effort basis. Conquest does have an after hours engineer that responds to emergency service call requests on weekends between 9:00 a.m. - 9:00 p.m. There is NO guarantee that a service call will be responded to during this time frame, but we make every effort to be available for after hours requests. Requests after hours are subject to a premium hourly fee (that is posted, yet subject to change). Standard "Help Desk" hours of operations are between the hours of 9:00 a.m. and 5:00 p.m. Monday - Friday, excluding holidays.

OWNERSHIP: All materials, including all copyrights, trademarks, logos, and other identifying marks (collectively "Materials") of each party are and shall remain the exclusive property of that party, and except as otherwise specifically set forth in this Agreement, no license to use such Materials is granted pursuant to this agreement. All non-third party software installed or provided by one of the parties for the other party's use is proprietary software and the exclusive property of the installing party.

DISCLAIMER OF WARRANTIES: Conquest does **not** warrant the uninterrupted or error-free operation or provision of any services, that the services will be free from interruption, the services will be secure from unauthorized access, that the services will detect every security or other vulnerability of client's systems, or that results generated by the services will be error-free, accurate, or complete. All information, materials and services are provided to client "as is" except as specifically set forth in this agreement, Client hereby disclaims all representations and warranties, express or implied, including, but not limited to, warranties or merchantability, fitness for a particular purpose and non-infringement.



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The Services may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the unavailability or interruption of access to the Internet. The disclaimers set forth in this Section shall apply regardless of whether Conquest determines that Client's computer systems are deemed "secure", Client performs such modifications to these computer systems as Conquest reasonably suggests in order for Client's computer systems to be deemed "secure" or otherwise.

ACTS BEYOND REASONABLE CONTROL: No party shall be considered in default of any of its obligations under this Agreement to the extent that performance thereof is delayed or rendered impossible by acts of God, war, civil commotion, governmental action, fire, storm, flood, explosion, strikes, walkouts, a pandemic, or other industrial disturbances, or any other causes of nature which is beyond its reasonable control.

INDEMNIFICATION:

Conquest agrees to indemnify and hold harmless the Client, its officers and employees from and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by the negligent acts, errors or omissions of Conquest, or of those for whom Conquest is legally liable, which arise out of Conquest's performance of its professional services under this agreement. Client agrees to indemnify Conquest against all damages, liabilities, losses, costs, and expenses caused by the Client's negligent acts.

INSURANCE:

Service Provider will maintain required insurance for general liability, property damage, errors and omission, and worker's compensation insurance and will name the Client an additional insured if required.

CONFIDENTIALITY:

Each Party shall hold in trust for the other party and shall not disclose to any non-party to the Agreement, any confidential information of the other party. Confidential Information is information which relates to either party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either party.