

Ability Computer Experts

www.abilitycomputerexperts.com

A dba of Edelson Enterprises, LLC.

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MONTHLY MAINTENANCE AGREEMENT

The following Agreement ("Agreement") is made between Ability Computer Experts (ACE) and _____ (Client).

The parties agree as follows:

I. Ability Computer Experts shall:

- A. Provide remote computer maintenance services to keep customers' computer(s) running efficiently. The proactive preventative maintenance plan will keep your systems up to date and running at optimal speeds. It will avoid most spyware, viruses, hacking exploits, and security vulnerabilities. Tasks routinely performed include spyware and trojan scans and removals, redundant status checks, anti-virus status verification and log report verification, OS patches, program patches, performance tweaks, defragmentation as required, and document updates. The maintenance plan fees for home computer(s) are \$25 per month. For business computer(s), the monthly fee is \$30. Maintenance plans for servers shall be as determined after ACE examines the Client's server.
- B. Provide other periodic services via personal or remote assistance upon request, including, but not limited to backing up computer data, software installation, etc. at an hourly rate of \$40 for home computers and \$50 for business computers.
- C. Hold in strict confidence all confidential information on CLIENT'S computer, including, but not limited to, customer lists, business practices, pricing strategies, etc.

II. Client agrees to:

1. Give ACE on-site and/or remote access to Client's computer for the purpose of analysis, trouble shooting, correction, and maintenance. This may require that the full content of the client's computer be made available to ACE team members.
2. Make reasonable efforts to act upon the advice/suggestions made by ACE team members in a timely fashion.
3. Hold confidential any confidential information you receive from ACE.
4. Pay Ability Computer Experts the agreed upon rates, sums, and amounts as set forth above.

III. Payment: Payment is to be made by Client upon receipt of Invoice or within 10 days thereafter. Generally, an invoice will be submitted upon completion of ACE services. Payment may be made by check or money order must be made payable to *Ability Computer Experts, 543 Country Club Drive, Suite B #428, Simi Valley 93065*, or by cash.

IV. Term and Termination:

1. **Term:** This Agreement shall commence upon the date the last party has executed this Agreement ("Effective Date"). This Agreement shall terminate upon the later of twelve months after the Effective Date or the date by which Ability Computer Experts completes its services for the Client or a date mutually agreed to by the parties.
2. **Termination:** This Agreement may be terminated at any time upon the mutual written agreement of both Parties subject to the requirements set forth as follows. Either Party may terminate this Agreement for any reason upon providing the non-terminating Party with at least thirty (30) days written notice. At the end of said 30 day period, provided ACE and CLIENT have resolved any financial differences, this Agreement shall be null and void. If CLIENT terminates this Agreement, CLIENT shall allow ACE access to CLIENT'S computer within said 30 day period to remove software provided by ACE. If termination occurs within 30 days of the effective date ACE will refund amounts paid by Client less expenses of \$50. If CLIENT terminates this Agreement after 30 days of the effective date then ACE will not refund any amount to CLIENT, unless otherwise mutually agreed.

V. Independent Contractor: Ability Computer Experts relationship to CLIENT is independent contractor. Ability Computer Experts retains discretion in performing the tasks assigned, within the scope of work specified by Client. Ability Computer Experts are not employees of Client and Client will make no deductions from fees to the consultant for withholding, taxes, insurance, bonds, or the like.

VI. Sub-Contractors: Ability Computer Experts may employ various subcontractors to perform some or all of the work Client desires. ACE will notify Client of any authorized subcontractor prior to providing the services desired by Client.

Client agrees that he/she/it will NOT hire ACE's subcontractors directly to do the same or similar work as such employees did as part of this agreement for at least one year following the date when ACE's subcontractor provided the services under this Agreement unless ACE specifically, in writing, waives this provision.

VII. No Guarantees: Ability Computer Experts shall provide the services agreed upon in good faith and with reasonable skill, but makes no guarantee that it's services will generate any specific results. ACE shall make every effort to ascertain whether or not Client's desires can be met in reasonable time, which time shall be paid for by Client.

VIII. 6. WARRANTIES AND LIMITATION OF LIABILITY; TERMINATION:

ABILITY COMPUTER EXPERTS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL ABILITY COMPUTER EXPERTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION ON CONTRACT, OR TORT ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ABILITY COMPUTER EXPERTS SERVICES. CLIENT AGREES THAT IT'S SOLE AND EXCLUSIVE REMEDY, EXCEPT FOR INTENTIONAL MISCONDUCT, SHALL BE TO DISCONTINUE ABILITY COMPUTER EXPERTS SERVICES.

ABILITY COMPUTER EXPERTS SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY RESULTING FROM YOUR INABILITY TO ACCESS YOUR COMPUTER OR FILES, OR FROM ANY VIRUS, BUGS, TAMPERING, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, COMPUTER LINE FAILURE, OR ANY OTHER TECHNICAL MALFUNCTION RELATED TO YOUR COMPUTER AND NOT TO IT'S SERVICES.

IN NO EVENT WILL ABILITY COMPUTER EXPERTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE OR OTHER COMMERCIAL OR ECONOMIC LOSS.

IX. Governing law and jurisdiction: All claims or disputes of whatever kind or nature arising out of this Agreement shall be decided in accordance with the laws of the State of Nevada. The parties agree that resolution of any disputes shall be resolved first by mediation and if unsuccessful, by binding arbitration under American Arbitration Association rules. The Mediator and Arbitrator shall be computer-savvy person(s) mutually agreeable to the parties.

Computers and Total Monthly Fee:

Home Computers: _____ Work Computers: _____ Total Monthly Fee: \$ _____

Authorized signatures:

The undersigned agrees to the terms of this Agreement individually and on behalf of his or her organization or business.

CLIENT:

Signature: _____ Date: _____

Name: (Print) _____ Title: _____

Company: _____

Mailing Address: _____

Phone: _____ Email: _____

ABILITY COMPUTER EXPERTS (authorized signature):

Signature: _____ Date: _____

Name: (Print) _____

Mailing Address: _____

Phone: _____ Email: _____