



Information Technology Department Service Agreement

These Terms of Service constitute the agreement (“Agreement”) between ServerSIM, LLC (“we,” “us” or “ServerSIM L.L.C.”) and the user (“you,” “user,” “Customer” or “Subscriber”) of ServerSIM’s business services and any related products or services (“Service”).

1. **Consultation Services.** The Customer hereby employs ServerSIM L.L.C. to perform the following services in accordance with the terms and conditions set forth in this agreement: ServerSIM L.L.C. will provide and implement solutions throughout the organization concerning matters relating to:

- On-Going Remote & On-Site System Support
- Remote & On-Site Help Desk Support
- Communications - Internet - Cellular System & Carrier Support
- LAN - WAN - Wireless Networking & Security
- Technology Repair Services
- Spam - Spyware - Virus Protection & Removal
- Infrastructure Planning
- Purchasing Hardware & Software
- On-Going Preventative & System Maintenance

2. **Terms of Agreement.** This agreement will begin on date of signature and will end after . Purchases totaling more than \$1000.00 will require prepayment prior to ordering. If Customer decides to terminate the term prior to fulfillment of contract, the early termination penalty will be 50% of monthly recurring charge times the number of months remaining in contract. However, if proven that ServerSIM did not fulfill their contractual obligation Customer will be released from contract without an early termination penalty. ServerSIM has the right to suspend service for nonpayment at any time without notification.

3. **Place Where Services Will Be Rendered.** ServerSIM L.L.C will perform most services in accordance with this contract at the **Customer Location** In addition, ServerSIM L.L.C will perform services on the telephone, remote access and at such other places as designated by the Customer to perform these services in accordance with this agreement. Once an issue has been brought to our attention, we will respond to you within one hour during normal business hours.

4. **Payment to ServerSIM L.L.C.** ServerSIM L.L.C will be paid at the rate specified on sales order per month for work performed in accordance with this agreement. However, ServerSIM L.L.C will be paid \$109 per hour for Specialty Projects. ServerSIM L.L.C will provide a written proposal for Specialty Projects for organizations approval. ServerSIM L.L.C will submit a detailed statement setting forth the time spent for these services rendered, and the Customer will pay ServerSIM L.L.C the amounts due as indicated by statements submitted by ServerSIM L.L.C within (15) days of receipt.

5. **Independent Contractor.** Both the Customer and ServerSIM L.L.C agree that ServerSIM L.L.C will act as an independent contractor in the performance of their duties under this contract. Accordingly, ServerSIM L.L.C shall be responsible for payment of all taxes including Federal, State and local taxes arising out of ServerSIM L.L.C activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. **Confidentiality.** ServerSIM L.L.C agrees that any information received by ServerSIM L.L.C during any furtherance of ServerSIM L.L.C 's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Customer will be treated by ServerSIM L.L.C in full confidence and will not be revealed to any other persons, firms or organizations.

7. **Employment of Others.** The Customer may from time to time request that ServerSIM L.L.C arrange for



the services of others. All costs to ServerSIM L.L.C for those services will be paid by the Contracted Customer but in no event shall ServerSIM L.L.C employ others without the prior authorization of the company.