

Service Agreement

Effective from _____, Cirlare LLC ('Cirlare') and _____ ('client') with the address of _____ agree to the following:

1. **Consent.** The client allows and consents Cirlare's agents and employees to perform information technology ('IT') services on client's properties. The client also agrees to compensate Cirlare after the services are completed, or in case of parts, when the parts are received. All invoices from Cirlare are due by the dates stated on the invoices. Late payments will have a fee of 1% of the outstanding balance per month. Cirlare reserves the right to reschedule service appointments within a reasonable time frame.
2. **Rates.** Starting from the effective date stated above, and for the period of __ years ('duration'), the client is in a 'binding state'. During this state, the service and support rates stated at the end of this agreement will not increase. After that duration, the client enters 'default state', where the client may continue to receive the same services after the duration expires, at the same or a newly negotiated rate. Annual inflation adjustment will apply to the client if in 'default state'. Inflation index will be www.bls.gov.
3. **Warranty.** If the client has an active fully managed support plan, all original work that Cirlare performed will be warranted for three years from the date of completion. Under all circumstances, hardware will only be warranted by their manufacturers for the duration of their perspective warranty. Without a support plan, or after the support plan is dissolved, Cirlare makes no warranty and / or representation on any and all labor, software, and hardware deployed / configured during the entire course of business. If any third parties worked on or altered any and all IT elements during the warranty period, the warranty will be voided.
4. **Support.** Fully managed support plan will cover all work needed to keep the original deployed IT infrastructure functioning, excluding adding-on new elements / non-related services to the existing IT infrastructure. Basic support plan only consists of a list of services pre-agreed upon between Cirlare and the client, additional hourly rate will occur for any services outside of the scope. The client understands that there will be malfunctions and will allow Cirlare sufficient time to resolve the issues.
5. **Confidentiality.** Both parties hereby agree that neither will disclose any details within this agreement or within any service sessions to any other third party. The client also understands that the design, configurations, combination of technologies used, and methods of deployment are intellectual properties of Cirlare. The client will not disclose any of the components, or in whole to any third parties. Cirlare agrees not to disclose any of the client's private data to other third parties.
6. **Dispute Caps.** Neither parties' maximum liability and / or negligence claim should exceed more than the amount of service / labor fee paid to Cirlare in the last fiscal quarter. Neither party is responsible for each others loss of savings or profits. Any and all claims must be made within three months from the date of incident or otherwise the claim will considered to be nullified. This section will survive the termination of this agreement.
7. **Relationship of Parties.** Cirlare is an individual contractor for the purpose of this agreement and is not bound to any other contracts involving the client. Cirlare is responsible for its own taxes and other obligations.
8. **Termination.** Cirlare may terminate this agreement at any time without penalty. Client in 'binding state' may terminate this agreement with all outstanding balances fully paid, and with a penalty equivalent to the service fee of six months. Client in 'default state' may terminate this agreement at any time without penalty. Any prepaid balance will be refunded with existing service / support plan fees rounded to the end of the month. If there are proprietary intellectual properties, including methods and techniques used in the client's infrastructure, Cirlare will remove these intellectual properties upon termination, and substitute a standard and operational alternative. The client will accept the IT infrastructure in its as-is condition. Immediately upon termination, the client agrees to completely release Cirlare and all of its agents / employees clear of any and all responsibilities, liabilities and / or duties from the client and the client's property, during the entire course of business, and any IT issues that may arise in the future.
9. **Updates.** If there are any updates to the agreement Cirlare will notify the client in writing via certified mail or appear with updates in person. If the client disagrees with the new updates, the client has ten days from the date of notice to terminate this agreement penalty-free. Any unused portion of the prepaid balance will be refunded.
10. **Passwords.** Under the fully managed support plan, administrative passwords will not be released to the client and will function as a virtual / warranty seal to ensure the managed infrastructure has not been tampered with. This includes but not limiting to: domain administrator passwords, firewall enable mode passwords, backup encryption passwords, etc. All passwords will be changed and released to the client if the termination clause is invoked.
11. **Data.** At no time nor under any circumstances shall Cirlare be liable for any of client's software and / or data, even with a backup solution provided by Cirlare LLC. The client understands that data is solely client's responsibility. For any backup solution that Cirlare will implement, the client understands that there is no such thing as a 100% incident proof or complete immunity to data loss. By default the data is mirrored in real time, backed-up once a week, and copied onto an external device monthly to be taken off-site.

Both parties hereby accept this agreement. Both parties understand that this agreement will govern the entire course of business between Cirlare and the client until this agreement is terminated. Section 6 of this agreement will survive the termination of this agreement. Any failure to enforce the rights is considered such rights waived. This agreement is constructed in and will be governed by the laws of the State of New York. Both parties reserve further rights granted by the law.

support plan rate per device per month: _____ type: fundamental [] | fully managed []
number of devices: _____ generic work labor rate: _____
total monthly rate: _____ specialized labor hour rate for additional work: _____

Cirlare LLC

Client

x _____ date:

x _____ date: