

Thank you for your interest in EXEControl Global Solutions' Support Services. In order to provide assistance with your computer needs, we will need you to fill out a few forms. EXEControl Global Solutions is a fully insured company carrying a \$1,000,000 E&O (Errors & Omission) policy. As part of this protection, every client must fill out the following forms.

Once the forms have been filled out, you will need to print the forms, sign the forms and then either email, fax or mail the forms to:

EXEControl Global Solutions
9 Corporate Drive
Clifton Park, NY 12065

Fax: 518-688-8800

Email: sales@execontrol.com

For questions please call 518-688-8700 and request sales.

In order to ensure we know how to contact you upon receipt of your request, please provide the following contact information:

Your name:

Your company name:

Your phone#:

Your email address:



Engagement of Professional Services

EXECControl® Global Solutions, 9 Corporate Drive, Clifton Park, New York, 12065 herein after known as “EGS”, for good and valuable consideration, hereby enters into a service agreement with: [company name] located at [company address] herein after known as “Client”. EGS and Client agree to the following terms and conditions related to providing professional services as outlined below:

1. STATEMENT OF WORK [SOW] – Client herein enters into an engagement with EGS whereas EGS will provide the following professional services:
[describe work requested]
2. SERVICE PERIOD – Delivery term of SERVICE PLAN will commence on: **No service period in effect.**
3. TERMS & CONDITIONS – Upon acceptance of this agreement, EGS will begin SOW in accordance with the terms and conditions governing the engagement as set forth in the ‘Comprehensive Service & Product Terms and Conditions’ document which are made available to all Clients upon request. The ‘Comprehensive Service & Product Terms and Conditions’ document may change from time-to-time by EGS without written notice. Both parties agree to be bound by the terms as set forth in the ‘Comprehensive Service & Product Terms and Conditions’ document.
4. AMOUNTS – **As specified on a project by project basis. When no amounts are specified, the current hourly rate will be used (currently \$115).**
5. DISBURSMENTS – **Client shall maintain a retainer base. As the retainer is consumed, Client will be required to authorize another retainer to work from. Retainer will continue to be replenished upon approval of Client.** All payments not received on or before the specified due date shall be deemed late and thus subject to additional interest accumulation. Client shall be solely responsible for paying all sales, use, excise and similar taxes relating to the sale of any and all products and services. Automatic debit of major credit cards is available at no surcharge.
6. OUT-OF-POCKET – **Unless pre-arranged, any and all out-of-pocket expenses will be billed to the Client at cost.**
7. TERMINATION – This is a binding agreement, which may be cancelled at any time for any reason by either party upon written notice. Protections provided for within this agreement to both parties for services rendered/received up through the cancellation date shall remain in force in perpetuity even if the SOW has been cancelled. Client will be required to pay \$150 per hour for all labor hours associated with the SOW or the agreed upon fixed price (if specified), which ever is less should the Client elect to cancel the SOW prior to its completion. If payment(s) have been made in excess of the cancellation amount, EGS will reimburse the Client the difference. Out-of-pocket fees, third party software purchase, equipment and all other authorized purchases are nonrefundable.
8. CONFIDENTIALITY – Both parties agree to hold all Confidential Information in the strictest confidence and to not disclose to anyone other than those employees, agents, attorneys, accountants, and other necessary parties required that need to know. This is true as long as the information remains confidential. Confidential information is defined as: Inclusions, without limitation, all current and future: proprietary and non-public information, intellectual properties, products, processes, functional and technical specifications, design, drawings, analysis, research, process, methods, ideas, “know-how” all employees, clients, current listed prospects, business and other information designated as confidential. Exclusions: previously known information by both parties prior to effective date of endorsement, public domain information or information provided in free disclosure by a third party.
9. LIMITED WARRANTY – The express warranties stated herein are given in lieu of all other warranties, whether expressed or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose, and are the sole warranties made by EGS with respect any and all licensed products or services provided by EGS. EGS shall have no liability to Client or any other party because of the failure of System(s) to perform and EGS does not warrant that the functions contained in such Systems(s) will meet Client requirements or that the operation of such Systems(s) will be uninterrupted or error free.
10. LIMITATION OF LIABILITY – In no event shall EGS be liable for any damages, including lost profits, lost savings or other special or consequential damages, even if advised of the possibility of such damage. The remedies referenced herein are exclusive. These limitations of liability will apply regardless of the form of action, whether in contract or in tort.
11. GENERAL – This agreement and its attachments constitute the entire, full and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements between the parties. The terms and conditions of this agreement shall exclusively govern the License of EXECControl® and services provided by EGS to Client notwithstanding language contained in any purchase order or other document. No waiver of any breach of any provision of this agreement shall constitute a waiver of any subsequent breach or any other provision hereof and waiver shall not be deemed effective unless made in writing. No amendment to this agreement shall be binding on the parties unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing. Titles and captions in this agreement are for convenient reference and do not affect the meaning or construction of any provisions of this agreement. Each provision of this agreement shall be considered severable; and if, for any reason, any provision hereof is determined to be invalid such determination shall not impair the operation of, or have any other effect upon such other provisions of this agreement. Neither party shall be in default or be liable for any failure in performance resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, strikes, fires, catastrophes or other causes beyond its reasonable control. This agreement and any dispute or controversy related to or arising out of this agreement will be governed by the laws of the State of New York. Any and all notices required or permitted under this agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, to the respective parties at the addresses indicated within this agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt. In the event either party alleges that the other party is in breach of this agreement, in whole or in part, the party making the allegation shall give the other party written notice of the alleged breaches with a detailed description of the alleged breaches. The party receiving the notice shall have 30 days after the receipt of such notice within which to cure the alleged breach. Both parties agree to submit exclusively to the jurisdiction of the New York State Supreme Court, Saratoga County. If legal action is brought by either party, Client shall reimburse EGS for all legal fees directly related to the said grievance, provided EGS is not found at fault.



Your Software &
Technology Partner

Engagement of Professional Services

The parties agree to the terms and conditions set forth herein as of the date specified below.

[company name] _____

EXEControl® Global Solutions

[print name]	_____	_____
By	_____	By
[Sign]	_____	_____
Title	_____	Title
Date	_____	Date

Credit Card Authorization

Personal

Name

First Middle Initial Last

Address [Billing]

Number/Street City/Town State/Zip

Address [Service location]

Number/Street City/Town State/Zip

Company Name

Card

Brand Visa MasterCard Discover American Express

Card Number

Name/Business on card if different from above

Card Expiration Date (mm/yyyy) /

Security Number

I hereby authorize EXEControl Global Solutions (Ebeling Associates, Inc.) to charge the credit card listed above in the amount of \$ USD for the following service(s):

I understand that the services are on a time and material basis and the amount being charged may not be sufficient to complete the work. I also understand that payment is in order to gain access to EXEControl Global Solutions' technical staff and is not based upon the outcome of the services. Services charged to your credit card may not be challenged or credited for any reason other than if access to a technician was not given.

Labor rate for services: **\$115/hour (After normal business hours: \$215/hour)**

Signed:

Date:

Signing of this document does not contractually bind EXEControl Global Solutions to perform the requested work.
