



Holzager Technology Services, LLC

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MASTER SERVICE AGREEMENT

Thank you for choosing Holzager Technology Services, LLC (“HTS”).

While HTS offers extensive computer-monitoring and maintenance plans, we understand that some customers only want a computer problem fixed when needed—and that’s all—and that’s fine. If you ever want to review the other plans that HTS offers, please ask. Otherwise, this is our Master Service Agreement (“Agreement”) for when you need a specific computer problem fixed or project completed.

The current HTS hourly rate is \$165 per hour under this Agreement.

Customer to Complete This Section:

1. Customer Name and Address:

2. Customer Contact Person and Title:

3. Best Way To Reach Contact Person: (phone & e-mail – please provide details)

4. Location and Description of Problem:

5. Name and Contact Information of prior or current computer or information technology company or person that customer has used for this problem or generally within the last five years:

TERMS

Services

HTS will determine what steps are necessary to attempt to fix the customer’s computer problem and whether on-site or off-site service is appropriate. The customer agrees to cooperate with HTS in providing services under this Agreement.

accordance with HTS specifications, or **(b)** authorize HTS to supply the Parts to the customer as a reseller at reasonable, but not necessarily the lowest available, prices. If the customer declines to obtain the Parts that HTS deems are necessary, HTS may decline to perform any further services under this Agreement.

Viruses, Malware, Spyware, Ransomware

HTS will determine if, in order to properly solve the customer’s problem, a scan is needed to check for viruses, malware, spyware, and ransomware. HTS will so advise the customer if a scan is needed. If the customer declines to allow HTS to perform the scan, HTS may decline to provide any further services under this Agreement. Software that scans and attempts to remove viruses, malware, spyware, and ransomware sometimes damages the files in which the virus, malware, spyware, or ransomware resides. Customer agrees that HTS is not liable for any such damage. We strongly suggest all clients consider getting a cyberbreach insurance policy for added protection.

Except in the case of proprietary parts or environment-specific parts, HTS may obtain replacement parts comparable to, but not identical to, the parts being replaced, provided that such Parts are reasonably suited to the purposes for which they are being used in the customer’s system in the determination of HTS.

Parts

HTS may determine that in order to fix the customer’s problem, hardware parts, new software or software upgrades, and the like (collectively, “Parts”) are deemed necessary. HTS will advise customer if new Parts are needed. Customer will either **(a)** acquire the same in

HTS makes no warranties of any kind, expressed, implied, or otherwise, regarding the functionality of any Parts or of customer’s existing hardware or software, but instead relies on the warranties provided by the manufacturer of each of the Parts or of customer’s existing products (hardware and software). HTS specifically states that there shall not be any express, implied, or otherwise, warranty of merchantability or fitness for a particular purpose on any of its services or any Parts under this Agreement. If a Part does not work as it should according to the manufacturer’s representations, HTS will assist in replacing the Part from the manufacturer with the assistance of the customer at HTS’s normal hourly rate.

Customer will supply HTS with full information pertaining to all available warranties with respect to any of customer’s existing hardware or

software, and give HTS the benefit thereof and of any proprietary support arrangements.

Except as to software supplied by HTS, customer hereby, and continually hereafter, represents to HTS that at all relevant times the customer has all required software licenses. Customer agrees to indemnify HTS against all costs, including reasonable attorney's fees, HTS may incur on account of breach of this representation by customer.

Invoices

As noted above, the HTS hourly rate is \$165 per hour. Travel time to the customer's location may also be billed at this rate.

HTS will provide the customer with an invoice for all sums due under this Agreement. Customer agrees that payment of HTS invoices are due within 15 days of the invoice, after which interest will accrue at the rate of 2% per month, compounded monthly (or such other lesser rate as may be required by the laws of the State of New Jersey). If HTS is not paid in full in a timely manner under this Agreement, Customer agrees that, in addition to the amounts due as invoiced by HTS, it will also be liable to pay HTS's reasonable collection fees and costs, including, but not limited to, reasonable attorneys' fees and costs.

Termination of Agreement

This Agreement terminates when HTS determines that it has provided all services that it can to resolve or attempt to resolve the customer's problem and HTS will provide written notice to customer of same. Customer may terminate this Agreement upon written notice to HTS and customer will remain obligated to pay HTS for all services performed, and for all Parts provided, by HTS under this Agreement.

Best Efforts/No Guaranties or Warranties/ Limitation of Liability

HTS will use its best efforts to resolve all problems within the scope of this Agreement based on the customer's description of the problem and based on HTS's understanding of

the problem. HTS does not warrant that its efforts to repair will be successful.

Under no circumstances shall HTS be liable for special, incidental or consequential damages, including, but not limited to, loss of anticipated profits or loss resulting from business disruption due to faulty equipment, software defect or loss of data, whether or not such equipment or software was installed or serviced by HTS under this Agreement.

By signing below, and in exchange of the mutual promises in this Agreement, customer, for itself and on behalf of its heirs, assigns, personal representatives, next of kin, subsidiaries, parents, successors, and affiliated entities hereby releases and holds harmless HTS, including its owners, agents, employees, and any related entities with respect to any and all injury, disability, death, or loss or damage to person or property or business, whether caused by the negligence of HTS, including its owners, agents, employees, and any related entities. Customer further acknowledges that HTS cannot and does not guarantee protection against ransomware, spyware, malware, virus, and similar threats. This Limitation of Liability shall be enforceable to the fullest extent permitted by law and any such provisions deemed legally unenforceable shall be severed and the remaining provisions shall be given full force and effect.

Any liability of HTS under this Agreement is limited, at HTS's election, as follows: (1) to refund money paid or time charged for the work in question, or (2) to repair the work without charges for time. HTS shall in no case be liable for any third-party claims, incidental or consequential or direct or indirect or special damages, including without limitation loss of use, delays or lost profits (or lost savings), flowing from any breach of any legally-imposed warranty hereunder or in any other way from its actions or its failure to act.

Non-Solicitation

Customer agrees not to, directly or indirectly, solicit, recruit or employ, or offer to employ or contract with, any employee of HTS without the prior written consent of Fred Holzsager. Customer acknowledges that the failure to honor

this non-solicitation provision would result in HTS suffering irreparable harm.

Disputes

This Agreement shall be governed by the laws of the State of New Jersey. Each Party agrees to submit to the jurisdiction of the courts located in Bergen County, New Jersey, and said courts shall be the sole venue for any disputes arising under this Agreement. Any dispute hereunder shall be decided by a judge only during a bench trial and not a jury trial and the parties waive any right to a jury trial. In addition to other damages, the prevailing Party in any legal action arising under this Agreement shall be entitled to recover reasonable attorneys' fees and costs.

Severability

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that intended by the invalid, illegal or unenforceable provisions.

Force Majeure

HTS shall not be liable for delays in performance due to acts of G-d, fire, flood, acts of terrorism, acts of civil or military authority, inability to obtain or delays in obtaining suitable material or facilities required for performance, or temporary unavailability of qualified personnel, or other causes beyond its reasonable control or failure by the customer or government of authority to provide full and appropriate access to the covered equipment.

Supersedes

This Agreement supersedes any and all previous Agreements between the parties, if any.

Construction

This Agreement is the result of negotiations between the Parties and any law or legal construction that would construe this Agreement more favorably against one Party over the other shall not apply.

Counterparts

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Copies of original signatures on this Agreement shall be deemed originals for purposes.

CUSTOMER: _____

By: _____ Date: _____
Print Name and Title

Signature: _____

HTS

By: _____ Date: _____
Fred Holzsager