

MONTHLY MAINTENANCE SERVICE AGREEMENT

BACKGROUND

- A. The Client (You) is of the opinion that the Contractor (Polarity) has the necessary qualifications, experience and abilities to provide a monthly maintenance service to the Client
 - B. The Contractor is agreeable to providing such monthly maintenance service/s to the Client on the terms and conditions set out in this Agreement.
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IN COSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which considerations is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following monthly maintenance service/s (the “Services”):
 - Quarterly PC/Laptop Optimization and Maintenance done remotely, and as is normally done throughout the industry.
2. The Services will also include any other computer tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERMS OF AGREEMENT

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide a 15 days’ written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

10. The Contractor will charge the Client for the Services at the rate of \$35.00 or \$50.00 per month (the "Compensation") based upon selected plan.
11. A deposit of \$75.00 (the "Deposit") is payable by the Client upon execution of this Agreement, unless the \$75.00 was included by the Contractor in a previous unrelated service.
12. For the remaining amount, the Client will be invoiced and billed every month through ACH setup at time of this Agreement.
13. Invoices submitted by the Contractor to the Client, that were unable to be withdrawn via ACH, are due within five days of receipt.
14. The above Compensation includes all applicable sales tax and duties as required by law.

REIMBURSEMENT OF EXPENSES

15. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
16. All expenses must be pre-approved by the Client.

PENALTIES FOR LATE PAYMENT

17. Any late payments will trigger a fee of \$30.00 and a 3.00% per month on the amount still owing which will include the late payment fee as denoted above.

CONFIDENTIALITY

18. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
19. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
20. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

21. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the “Intellectual Property”) that is developed or produced under this Agreement, is a “work made for hire” and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
22. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

23. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

24. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

INDEMNIFICATION

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the identifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

26. Client does not hold the Contractor (Polarity) liable for data loss or corruption of data by subscribing to services or entering into this agreement. If Data Backup plan is selected then Client is subject to the terms and conditions of the party providing the data backup which in this case is Carbonite. (<https://www.carbonite.com/terms-of-use/product-terms-of-service>)

27. Client waives the right to indemnify or sue the Contractor (Polarity) if there is data loss or corruption of data.

MODIFICATION OF AGREEMENT

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement without the prior written consent of the Client.

ENUREMENT

32. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho

SEVERABILITY

36. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions

Upon purchase of the subscription in office or online, or allowing a technician to work on Client's device and then agreeing to the subscription, then Client agrees to these terms and conditions and the terms and conditions mentioned go into effect upon payment of service.