UNLIMITED CONSULTING SERVICES CONTRACT

THIS AGREEMENT is made this _____ day of **January, 2015**, by and between **Titus County**, located at **100 West First Street, Mount Pleasant**, Texas **75455**, an agency operating in the State of Texas, hereinafter referred to as **"Customer"** and **Absolute Technology Solutions, LLC**, located at **4775 Hwy 259 N, Longview, Texas 75605** (hereinafter referred to as **"Consultant"**).

It is mutually agreed between Customer and Consultant as follows:

1. Duration and Termination

This Agreement shall continue in effect for **12 Months**, commencing **February 1st, 2015**, subject to termination by either party on **thirty (30) days'** prior written notice. This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the 12 months unless either party provides notice of termination at least ninety (90) days prior to the end of the Initial Term or the Renewal Term. Consultant will not increase the terms of the agreement for the Renewal Term, unless notice has been provided at least ninety (90) days prior to the end of the Initial Term or the Renewal Term.

2. Services

Consultant agrees to perform the following services as an independent technology consultant:

- Advising on future changes and upgrades for Information Systems
- Technology Budget Planning
- Maintaining all information systems (Workstations, Servers and Peripherals)
- Maintaining all network infrastructure (Routers, Switches, Wireless Access Points and Firewalls)
- Remote Systems Monitoring – software will be installed that will monitor and notify Absolute Technology Solutions' Staff of critical thresholds that have been surpassed. (i.e. – Low Disk Space, High Memory Usage, Critical System Events, etc)
- Remote Support via remote access software
- Off-site backup space will be provided for each maintained unit. Access to this data for restoration purposes is available 24/7. At any time during or upon termination of the contract, the Customer may provide storage media to Consultant and Consultant will provide a copy of the backup data within 24 hours of receipt of the storage media, provided that total amount of data can be pulled from off-site backup location within 24 Hours.
- Email Spam and Virus Filtering
- Virus and Spyware Protection – Each maintained unit will include a license for Virus and Spyware protection that is monitored by a central server. This license is property of Absolute Technology Solutions, LLC and must be in place at all times on workstations and laptops.

3. Services Not Covered by Agreement

- Training
- Network Cabling
- Data Entry
- General Office work (clerical, secretarial)

- Furniture Moving
- Construction and/or electrical
- Phone Systems
- Camera Systems

4. Customer Requirements

Customer agrees to adhere to Absolute Technology Solutions' "Computer and Network Acceptable Use Policy". Absolute Technology Solutions, LLC reserves the right to update "Computer and Network Acceptable Use Policy" at any time in order to provide a more secure and stable working environment (i.e. new malicious software attacks or other support issues caused by users).

5. Hours of Work

- Services under this contract will be provided at the request of Customer during normal working hours (**8 a.m. to 5 p.m., Monday through Friday**).

- Services required outside normal working hours will be scheduled in advance, unless deemed an emergency. Emergency will be defined as an issue(s) causing significant down time to multiple users. **There will be no additional charges for services required outside normal business hours except for "services not covered" or "AUP Violations".**

6. Assignment

This contract may not be assigned or transferred by either party without the prior written consent of the other party.

7. Compliance With Laws & Regulations

Consulting Company agrees as a condition of Customer's duty to perform under terms on this contract, to be in compliance with all applicable laws and regulations of the State and Federal governments, including, but not limited to the provisions for Equal Employment Opportunity and Occupational Health and Safety. Consultant personnel will meet Customer rules and regulations while on the Customer property.

8. Integration

This agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this contract are nonbonding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement.

9. Confidentiality

Customer and Consulting Company respectively agree to hold all records and other confidential and/or proprietary information and/or trade secrets of Customer and Consulting Company, respectively, in trust and confidence and agree that such information shall be used only for the purposes contemplated herein, in accordance with applicable state, federal law and regulation, and not for any other purpose. All non-public information pertaining to business conducted by Customer and Consulting Company shall be considered confidential and proprietary and, unless required by applicable law, shall not be disclosed by either party, except as otherwise provided in this Agreement or, upon the prior written consent of both parties.

10. Rights to Future Use

Subject to the terms hereof, Consulting Company agrees to allow the Customer continued use in the future of any and all works of authorship, whether or not patentable or registerable under copyright or similar statutes, made or conceived or reduced to practice or learned by Consulting Company, either alone or jointly with others, during the Consulting Company's engagement with Customer. This Agreement in no way precludes Consulting Company from pursuing patents, copyrights or similar rights for all future use by other customers of the Consulting Company.

11. Hardware and Software Purchasing Policy

Absolute Technology Solutions, LLC encourages our clients to purchase directly from hardware and software vendors for a couple of key reasons. As your I.T. firm, we base our decisions on the right solution for a given need and believe that eliminating client concerns about how much we may make on re-selling product builds confidence in our recommendations and promotes our client-needs first philosophy. This process will also save our clients a significant amount of money over the course of time by cutting out the middle man in a direct purchasing relationship. We do however work and research with many vendors and even work with client recommended sources when requested, to help our clients select the best options for their business needs and budget, acting as *your* I.T. department. Should you request us to purchase hardware or software product for you, as may occasionally be the case, our standard mark-up is 10% above our cost, plus any shipping charges incurred unless otherwise agreed to prior to purchase. These invoices may be provided to our clients at anytime upon request.

12. Agreement Cancellation Payment

Should the Customer decide to opt out of the Unlimited Service Agreement before the term is complete, they agree to retroactively pay the rate difference between our normal bill rate of $125.00/hr and their agreed-upon discounted rate on all services and hours invoiced from the beginning date of the Unlimited Service Agreement through the date of the agreement's termination by the Customer.

13. Payment

- Pricing is calculated on a per UNIT basis with workstations and laptops counting as 1 Unit and Servers Counting as 3 Units. These quantities will be updated on your recurring, monthly invoice as your organization adds or removes systems from service.

Calculate Total Units			
	Qty	Multiplyer	
Computer	140	1	140
Physical Server	21	3	63
Virtual Servers		1	0
Total Units			203
Support Price		65	
Add on Services		5	
Enter Price Per Unit	$	70.00	
Calculations			
Units 1-15	15	$ 1,050.00	
Units 15-25	10	$ 665.00	95%
Units 25-50	25	$ 1,575.00	90%
Units 50-100	50	$ 2,975.00	85%
Units 100+	103	$ 5,768.00	80%
Unit Total	$	12,033.00	
Grand Total / Month	$		12,033.00
Grand Total / Year	$		144,396.00

- The maximum amount payable under this contract is **$144,396.00 annually ($12,033.00 monthly)**, unless the "Computer and Network Acceptable Use Policy" is violated and causes issues that could have otherwise been avoided.
- **AUP violations that are deemed billable will be billed at a rate of $75.00/hour**
- **Services not included by contract will be billed at a rate of $75.00/hour**
- **Client will be notified of any service(s) resulting in additional charges and will not be performed until approved by management.**

4775 Hwy 259 N   **Longview, Texas 75605**   **903.807.0303**

- Payment will be made on or before the **1ˢᵗ day of each month**. Payment will be made by Customer check to **Absolute Technology Solutions, LLC.**

This agreement is executed by the parties as of the date stated at the beginning.

By

_____   _____
CUSTOMER   CONSULTING COMPANY

_____   _____
TITLE   TITLE

_____   _____
DATE   DATE

absolute

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