

Date of Revision: June 1st, 2024



Burley Technology Solutions, LLC

+1 941-531-1800

info@burleytechfl.com

GENERAL TERM of SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement")

Burley Technology Solutions, LLC

(the "Service Provider").

BACKGROUND:

- A. The Client is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Client.

- B. The Service Provider is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Service Provider to provide the Client with services (the "Services") consisting of:
 - Services relating to Phone System Administration, VoIP, SIP, VPN, Inter & Intra office Networking, Wi-Fi Deployment, Computer & Server installation, support and maintenance.

 - SLA and 24 /7 support agreements (in a separate contract document)

 - After hours Emergency Support.

Date of Revision: June 1st, 2024

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Client.

Term 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 until the completion of the Services or Business between the parties.
4. If either Party breaches a material provision under this Agreement, the non-defaulting Party require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Performance

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

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the services rendered by the Service Provider as required by this Agreement, the Client will provide compensation (the "Compensation") to the Service Provider as follows:
 - Generally, \$135-350 per hour billed (depending on service) or a quoted price depending on the scope of work according to the estimate given. Payments are due according to the date specified on the invoice. Once the invoice is paid. This indicated a satisfaction of work and/or service performed. And thereafter only the implied warranty of products sold is enforceable. **NO REFUND OF ANY LABOR IS PERMITTED.**
 - Pre-paid discounted block of hours (i.e. 10 hours): Prepaid hours are generally nonrefundable. **Unused and partial hours are nonrefundable** since they are given at a discounted rate and bundled as 1 unit. Also, **they expired 1 (one) year from date of purchase.**

Date of Revision: June 1st, 2024

- **BTS does offer 24/7 support with a contract.** We also offer emergency services after hours. But this service does come with a increases in hourly rates and premiums. And a 1-hour minimum charge. If you need this support. Please call the office and follow the prompts for after-hours support.
- **After Hours** means any time outside of BurleyTech official Business Hours of M-F 8:30 – 5:30.
- **Contract Support Hours** will differ from the official business hours of BurleyTech

8. Please check our TOS on the web at <https://www.burleytechfl.com>

9. The above Compensation includes all applicable sales tax, and duties as required by law.

Additional Resources

10. The Client agrees to provide, for the use of the Service Provider in providing the Services, the following resources:

- Access to all network and phone system components and any office space needed to perform the scope of work. Any passwords to access previous equipment or current computers must be given to complete the scope of work. And any miscellaneous access we may need to complete the scope of work described or needed by the client. Any noncompliance may result in a stop of work and payment for work performed already to this point in time.

Confidentiality

11. 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.

Date of Revision: June 1st, 2024

12. The Service Provider agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
13. All written and oral information and materials disclosed or provided by the Client to the Service Provider 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 Service Provider.

Return of Property

14. Upon termination of Business, the Service Provider will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client **if requested**.

Capacity/Independent Service Provider

15. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Customer Business Name
 - b. Customer Business Address
 - c. Burley Technology Solutions, LLC 809 17th Ave W, Palmetto FL 34221

or to such other address as any Party may from time to time notify the other. Emails are not recognized as a notice unless given a prior phone call to alert a notice is being delivered via email.

Indemnification

Date of Revision: June 1st, 2024

17. 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 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 indemnifying party, its respective 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.

Insurance

18. The Service Provider will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Service Provider based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Additional Clause

19. This TOS can be modified at any time by Burley Technology Solutions, LLC
Please check our TOS on the web at <https://burleytechFL.com>

Legal Expenses

20. If legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification

21. Burley Technology Solutions, LLC hold the right to modify this Document at any given time and will be posted online at <https://www.burleytechFL.com> Once posted there will be a grace period of 14 business days. If this version is newer than the one posted on <https://burleytechfl.com>. This document will be the one that is valid.

Time of the Essence

Date of Revision: June 1st, 2024

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

Assignment

23. The Service Provider 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

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Inurement

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

Titles/Headings

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

Gender

27. 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

28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Date of Revision: June 1st, 2024

Severability

29. If 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

30. 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.

Signature of Client of Acknowledgment of these Terms of Services.

Name: _____

Signature: _____