

CTechAssist

IT & Web Services Agreement

Service Provider: _____

Client: _____

Effective Date: _____

1. Definitions

- (a) "Computer System" shall mean the computer hardware and software listed on Exhibit A.
- (b) "Services" shall mean the Operation, Maintenance, and Management of the Computer System.
- (c) "Operation" shall include data processing, output, and communication.
- (d) "Maintenance" shall mean remedial and preventive maintenance.
- (e) "Management" shall include scheduling and procurement recommendations.
- (f) "Uptime" shall mean scheduled availability percentage.

2. Description of Services

Beginning on _____, the Service Provider shall provide IT and/or web services as agreed in writing.

3. Scope Limitation & Non-Binding Requests

ANY SERVICES REQUESTED BY CUSTOMER WHICH ARE BEYOND THE SCOPE OF THIS AGREEMENT, WHICH ARE EXCLUDED BY THIS AGREEMENT, OR WHICH ARE NOT SPECIFICALLY ENUMERATED HEREIN, ARE NOT BINDING ON CTECHASSIST.

4. Client Expectations & Requirements

Client agrees to provide accurate information, approvals, access, and maintain backups.

5. Payment Terms & Late Fees

Client agrees to pay all fees as agreed in writing prior to or during service delivery. Payment may be required upfront, at milestones, or upon completion depending on the service type. Invoices are due upon receipt unless otherwise stated.

Late payments may result in service suspension. Any balance not paid within ten (10) days of the due date may be subject to a late fee of 5% per month or the maximum allowed by California law, whichever is less. Client is responsible for all collection costs.

6. No Warranty

ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND.

7. No Data Recovery or Repair Guarantee

No guarantees are made regarding data recovery or repair success.

8. Limitation of Liability

Liability shall not exceed the amount paid for services.

9. Independent Contractor

Service Provider is an independent contractor.

10. Governing Law

This Agreement shall be governed by the laws of the State of California.

Service Provider Signature: _____ Date: _____

Client Signature: _____ Date: _____

Exhibit A – Computer System Inventory

Device Type	Make / Model	Serial Number