



COMMERCIAL AGREEMENT

This agreement between **F5 Sector, LLC** - ("F5") A Texas Limited Liability Company, with its principal place of business in Dallas County, Texas, and _____ - ("Client") located _____ specifies the services for which the client engages F5 and the terms and conditions of the engagement.

Client and F5 understand:

The "**Agreement Term**" is to be no less than **one (1)** year from date of this agreement.

01. Purpose: F5. and client hereby enter into this agreement for the purpose of engaging F5. as an independent contractor for Client's **Preventive Maintenance Program (PMP)**, to consult with Client, and perform the general services of computer and general I.T. programming, upgrading software/hardware, networking computer components and software, including but not limited to; pulling and running wire and/or cable, installing hardware and/or software, trouble shooting software and/or hardware issues, maintaining all hardware and/or software, services and /or product if elected, and as specified on a job by job basis.

02. F5. will serve in the capacity indicated above and in that capacity will assist and advise the Client in all pertinent matters for which Client requires assistance and perform the services outlined in this Agreement with respect to the PMP.

03. Client has the right, at Client's cost' to make changes to the PMP at any point of time during the PMP "Agreement Term" as outlined in this Agreement. F5. will issue, and Client will sign, a Project Change Notice ("PNC") in respect of any such change; the PNC will note any addition (for which Client will pay) or reduction in cost to Client resulting from the change. F5. may invoice Client immediately for any additional cost, and Client will pay the invoice on receipt.

04. To promote quality workmanship and on-time performance by F5., Client will provide F5. with the information and materials necessary for F5. to perform the services and deliver the product (s) and or service (s) specified in this Agreement and generally to carry out the PMP. Client will provide such information and materials on time. Delays may cause over-time, and additional labor costs, third party cancellation charges, and/or other additional costs and expenses; all costs and expenses arising out of delays caused by Client will be borne by Client and Client will pay them on invoice.

05. (a) Client agrees to pay F5. the basic price (the "Monthly Charge") of sixty-seven dollars fifty cents (**\$67.50**) per month and **one hundred ten (\$ 110.00) dollars Per Hour Per Technician** for all labor. F5. will issue and client will pay all invoices for services and or hard costs under this Agreement, as follows:

- (I) All hard cost to F5. will be invoiced and paid prior to purchase.
- (II) All labor charges will be invoiced and paid due upon receipt.

(b) Addendum "A" may indicate certain out-of-pocket expenses and other costs which are additional and not included in the PMP and are to be paid by Client.

(c) All costs and expenses payable by Client Beyond the PMP Price are due on invoice to Client.

(d) Client agrees to pay F5. a monthly finance charge of 1.5% on any invoice not paid within 30 days.

06. Service Arrangements: F5. shall have approval over all procedures, material, hardware and/or software compatibly, feasibility, legality of and relating to any and all decisions pertaining to the PMP and resulting configurations, including, computer and general I.T. programming, upgrading software/hardware, networking computer components and software, including but not limited to; pulling and running wire and/or cable, installing hardware and/or software, trouble shooting software and/or hardware issues, maintaining all hardware and/or software, services and /or product if elected, and as specified on a job by job basis.

07. Delivery Schedule: The parties will mutually agree on an appointment and delivery schedule for all work within the PMP. F5. will make a good faith effort to fulfill all obligations to Client in accordance with the pre-determined appointment and delivery schedule. Any pre-set appointment cancelled by Client within two (2) hours of the set appointment time is subject to a \$100.00 cancellation fee.

08. Acceptance: Delivery of all product(s) and service will occur when F5. delivers the Site Overview Sheet ("SOS") for each job to Client, consisting of a written statement listing the items, products and/or services delivered and stating that they are ready for end user and Client acceptance. Client, with the assistance of F5. if requested by Client, will examine and test upon delivery, to determine whether the items, product(s) and/or service(s) conforms to the pre-determined and agreed specifications. Within ten (10) working days after such delivery, Client will provide F5. with written statement of errors to be corrected. If no statement of errors is provided within the time provided client accepts delivery.

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10. Warranties: Each party warrants and represents that any element furnished by it, him or her shall not violate the right of privacy or publicity, or defame or infringe any copy right, trademark or other literary, dramatic or musical right of any person, firm or corporation. With respect to all subject matter, including source code, ideas, inventions, creations, works, processes, designs and methods, that F5. will disclose or use in its performance of the Services or the granting of any rights under this Agreement, F5. warrants that it has the right to make such disclosure, use and grant without liability to others.

11. Ownership in Materials: All materials (“Materials”) services, and /or products merchandise, hardware, software, supplies, & parts remain the property of F5 Sector, LLC until paid in full. The forgone withstanding, all materials, programs or services created or developed by F5. in connection with the PMP and utilized in the PMP and all rights of any kind in and to the results and functions of F5. services hereunder, shall be the sole and absolute property of Client as pertaining to the relationship set forth in this Agreement for all purposes in perpetuity.

12. Indemnity: Each party shall indemnify and hold the other harmless from and against any claims, actions, suits; costs and other liabilities (including reasonable attorneys’ fees) incurred against the other party out of the breach or alleged breach of the above-mentioned warranties and representations.

13. Termination and Survival: This Agreement shall not terminate upon completion of the “Agreement Term” and the PMP and shall survive in perpetuity until written notice by either party is given, provided all invoices issued by F5. to Client have been paid in full by Client and received by F5. Notwithstanding the foregoing, all rights reserved by F5. under this Agreement shall survive the termination of this Agreement, whatever the reason for termination.

14. Miscellaneous: This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Texas applicable to agreements executed and to be wholly performed within such state.

15. Cancellation of Contract: If Client cancels or terminates this Agreement without cause, or for any reason other than breach of contract by F5., F5. will invoice Client for, and Client will pay F5. on invoice, for all work done and liabilities incurred under purchase orders, contracts and other commitments relating to the PMP and made through the termination date. Client will also be responsible for either the “Monthly Charge” for the remaining term of this agreement or the total billed hours up to the time of cancellation, prorated at \$ 165.00 pre hour, which ever is less.

16. Prior Understandings: All prior understandings and negotiations between F5. and Client, both written and oral, are superseded by this Agreement, which is the entire Agreement between them. No representation, inducement or promise has been made or relied upon by either party, unless expressly set out in this Agreement. This Agreement may be altered or changed only in writing signed by both parties.

AGREED TO AND ACCEPTED, This ___ day of _____, _____

By: _____ Title: _____

Client Signature: _____

F5 SECTOR, LLC

By: _____ Title: _____

Signature: _____

Date: _____



ADDENDUM “A”

All out-of-pocket expenses, which are not a part of the PMP Price, i.e., airfare, shipping, transportation, hotel accommodations, long distance calls, meals, etc., when requested by Client to travel out of the Dallas area, and incurred by F5. and/or it’s technicians will be due immediately upon invoice to Client.

DETAILED DESCRIPTION

1. **Airfare:** includes round trip tickets for F5. and all crewmembers, extra-added expenses for equipment shipping, customary tipping or baggage personnel.
2. **Transportation:** includes transportation to and from airports of departure and arrival, as well as customary tipping, and car and van rental required for equipment and crew transportation.
3. **Hotel Accommodations:** includes separate rooms for F5. and each technician, customary tipping for (bellboy) for checking in and out only.
4. **Long Distance Calls:** includes Project related calls. F5. and each technician will be allowed (10) ten minutes each per night to check and return messages.
5. **Meals:** includes three standard meals per day and drinks during production and customary tipping for service.