



13755 Sunrise Valley Drive.  
Suite 600  
Herndon, VA 20171  
(P) 703-815-5670

**SWSOFT, INC.  
TECHNICAL SERVICES AGREEMENT**

**Name of Customer:** ("Customer")

SWsoft, Inc., a Virginia corporation with a principal place of business at 13755 Sunrise Valley Drive, Suite 600, Herndon, Virginia 20171 ("SWsoft"), and Customer hereby enter into this Professional Services Agreement (the "Agreement") to govern the terms and conditions under which (i) SWsoft will provide professional services to Customer, and (ii) Customer may use the professional services provided by SWsoft.

Pricing and payment terms are established by Article 4 of the Terms and Conditions portion of the Agreement, and the Sections thereof.



**How to use this Form- Use TAB key to Start- Type in Highlighted Box- Save Form for Later Use.**

**Fax this Form to +1 703-991-0550**

**Support Ticket ID #**

**Notices and Invoicing**

**If to SWsoft:**

SWsoft, Inc.  
13755 Sunrise Valley Drive  
Suite 600  
Herndon, Virginia 20171

Attention: \_\_\_\_\_  
Phone: 703-815-5670  
Facsimile: 703-815-5675  
Email: \_\_\_\_\_

**If to Customer:**

Name:  
Address:

Attention:  
Phone:  
Facsimile:  
Email:

**BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND CONFIRMS THAT CUSTOMER HAS READ THE WHOLE AGREEMENT, THAT CUSTOMER UNDERSTANDS THE AGREEMENT, AND THAT CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT.**

**SWsoft Acceptance of Agreement**

**Customer Acceptance of Agreement**

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**How to use this Form- Use TAB key to Start- Type in Highlighted Box- Save Form for Later Use.**

IP of Server 1 for Service  
Shell access  
Login Name  
Root Password

IP of Server 2 for Service  
Shell access  
login name  
Root password



13755 Sunrise Valley Drive.  
Suite 600  
Herndon, VA 20171  
(P) 703-815-5670

**SWSOFT, INC.  
PROFESSIONAL SERVICES AGREEMENT  
TERMS AND CONDITIONS**

SWsoft agrees, under the following terms and conditions, to provide professional technical services to Customer, and Customer agrees to accept such services.

**Please Type in your Service Request before Printing this form for facsimile.**

1. **Services.** Per Customer's request, SWsoft shall provide to Customer the following services:

(the "Services").

2. **Customer Obligations.** Customer shall deliver to SWsoft all necessary information to allow SWsoft to perform the Services, and to respond to any communications from SWsoft regarding the Services. **CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE INTEGRITY, ACCURACY, COMPLETENESS, AND RETENTION OF ANY INFORMATION PROVIDED BY CUSTOMER TO SWSOFT. WITHOUT LIMITATION OF THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT IT HAS CREATED A BACK UP COPY OF ALL DATA THAT MAY BE AFFECTED BY SWSOFT'S PERFORMANCE OF THE SERVICES. SWSOFT SHALL NOT BE RESPONSIBLE FOR CREATING BACK UP COPIES OF DATA AND INFORMATION PROVIDED BY CUSTOMER TO SWSOFT.**

3. **Term and Termination.** This Agreement shall be effective when signed by both Customer and SWsoft. By signing this Agreement, Customer authorizes SWsoft to begin performance of the Services or to continue performing the Services, if performance of the Services began prior to signature of this Agreement. The term of the Agreement shall continue until SWsoft completes the Services to be performed by SWsoft hereunder or until either party terminates the Agreement. Either party may terminate this Agreement at any time, without cause, by giving five (5) business days advance written notice to the other party of its intent to terminate the Agreement. Upon termination of the Agreement through SWsoft's completion of the Services or by either party, Customer shall pay to SWsoft, via credit card or approved SWsoft net 30 account. All unpaid fees and expenses that have accrued through the date of termination are subject to additional late fee's and penalties.

4. **Pricing and Payment Terms.**

- 4.1. **Fees and Expenses.** In consideration for the performance of the Services by SWsoft, Customer shall pay SWsoft for time spent by SWsoft and its employees, agents, or contractors in performing the Services at the following hourly rate: \$150.00. In the event that this work is done under a Annual, Per Incident or Partner Support Contract those rates/ terms shall apply. Customer shall reimburse SWsoft for all expenses actually incurred by SWsoft in the course of performing the Services.
- 4.2. **Payment Terms.** SWsoft requires payment in full at the time service is provided. SWsoft accepts credit cards and valid approved SWsoft net 30 credit accounts.
- 4.3. **Taxes.** Customer shall pay all applicable taxes and duties that are levied or imposed by reason of SWsoft's performance of the Services, excluding income taxes based on the net profits of SWsoft. Customer shall reimburse SWsoft for the amount of any such taxes or duties paid or incurred directly by SWsoft as a result of this Agreement.

5. **Indemnification of SWsoft.** Customer agrees to indemnify, defend and hold SWsoft and its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against any action brought against SWsoft with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that: (i) such action is based upon or arises out of a claim that any data or information provided by Customer to SWsoft to enable SWsoft to perform the Services hereunder violates or infringes upon the rights of any party, including any intellectual property rights of any third party or (ii) such action is based upon or arises out of a claim that is related to use by SWsoft of data or information provided by Customer to SWsoft to enable SWsoft to perform the Services hereunder.

6. **Warranty and Limitation of Liability.**

- 6.1. **Warranty by SWsoft.** Under this Agreement, SWsoft provides services to Customer, and does not sell or license goods, except as expressly provided herein. SWsoft warrants that it will perform the Services in a workmanlike manner. **THE WARRANTY EXPRESSED IN THIS SECTION IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY SWSOFT. EXCEPT FOR THIS LIMITED WARRANTY, SWSOFT MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, RELATING TO THE SERVICES TO BE**



RENDERED BY SWSOFT UNDER THIS AGREEMENT, AND SWSOFT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT MAY ARISE IN CONNECTION WITH SUCH SERVICES.

- 6.2. **Warranty by Customer.** Customer warrants that the rendering of the Services by SWsoft will not violate the rights of any third party, including, without limitation, intellectual property rights.
- 6.3. **Limitation of Liability.** For purposes of this Section, "SWsoft" includes any and all subsidiaries and affiliates of SWsoft, Inc., and the officers, directors, employees, and agents thereof. **TO THE EXTENT PERMITTED BY LAW, SWSOFT'S CUMULATIVE LIABILITY TO CUSTOMER OR ANY PARTY RELATED TO CUSTOMER FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID TO SWSOFT BY CUSTOMER FOR THE SERVICES RENDERED BY SWSOFT HEREUNDER. IN NO EVENT SHALL SWSOFT BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, WHETHER OR NOT SWSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. WITHOUT LIMITATION OF THE FOREGOING, SWSOFT SPECIFICALLY SHALL NOT BE LIABLE FOR (i) DAMAGES CAUSED BY ACTS OR OMISSIONS OF CUSTOMER OR CUSTOMER'S EMPLOYEES OR AGENTS, INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CUSTOMER TO BACK UP DATA OR INFORMATION BEFORE SWSOFT BEGINS RENDERING THE SERVICES OR ANY PORTION OF THE SERVICES OR (ii) THE LACK OF INTEROPERABILITY OF SOFTWARE OR HARDWARE USED BY CUSTOMER.**

## 7. **General Terms.**

- 7.1. **Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within the Eastern District of Virginia. Each party, to the maximum extent permitted by law, hereby consents to the jurisdiction and venue of such courts and waives any objection that such party may now have or hereafter have to the jurisdiction or venue of such courts, on the basis of inconvenient forum or otherwise.
- 7.2. **Independent Contractor.** SWsoft is an independent contractor for all purposes. Neither SWsoft nor its subcontractors, nor the employees or agents thereof, shall be deemed to be employees or agents of Customer. SWsoft may use contractors or other third parties of SWsoft's choice to assist SWsoft in rendering the Services hereunder. Nothing herein or in the performance hereof shall imply either a joint venture or principal and agent relationship between the parties, nor shall such a relationship be deemed to have arisen under this Agreement.
- 7.3. **Survival.** Articles 5, 6, and 7 of this Agreement, and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding in perpetuity.
- 7.4. **Force Majeure.** Neither party shall have liability for damages or delays in performance due to natural disasters, power surges or failures, strikes or labor disputes, acts of god, war, civil disturbances, acts of civil or military authorities or the public enemy, or other causes beyond either party's control.
- 7.5. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and may be sent by: (i) personal delivery; (ii) registered mail; (iii) expedited delivery service; (iv) facsimile; or (v) electronic mail. Notices to either party shall be addressed to its address indicated on the first page of this Agreement, or such other address as the party may designate through notice hereunder. Notices will be deemed communicated upon receipt, provided that receipt of any such notice is verified through commercially reasonable means.
- 7.6. **Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning SWsoft's rendering of the Services to Customer. No change, modification or waiver of any of the terms of this Agreement shall be binding unless set forth in writing and signed by both parties.