DOUGLAS MILLER COMPUTER SERVICES

{ADDRESS GOES HERE}
(216) 346-7805 ● www.AnalyzOhioSoftware.com ● analyz.oh63@gmail.com

Agreement

Name _____, hereafter known as "Customer". Date: _____

Telephone _____ Street _____

City _____ State _____ Zip Code _____

Douglas B. Miller, hereafter known as "Vendor", (and Customer and Vendor collectively hereinafter called the "parties") will perform custom software design under the following terms and conditions:

- Vendor accepts cash, check, money order, or official bank check as means of payment.

- Vendor bills for custom software design services rendered using progress payment billing cycles. I will submit an invoice for every 10 to 20 hours of services rendered. The specific number of hours for each progress payment will be specified in the Agreement by the items of work to be completed before payment is required. Additional work cannot proceed until the current block of completed hours of work has been paid in full. I will submit an invoice if the hours of work are less than 10 hours if they represent the end of the current custom software design engagement.

- The hourly labor rate of the Vendor is _____ USD($) per labor hour. Hours for custom software design services rendered will be noted on a Time Sheet Log along with the date worked and the initials of both Customer and Vendor.

- Payment for each progress payment billing cycle for custom software design services rendered is due within 30 days after which interest may be charged at a rate up to the highest amount permitted by Ohio law.

- Customer acknowledges that Vendor shall not be required to perform any custom software design services contemplated by this Agreement while Customer is in default of its financial obligations under this Agreement.

☐	Charge for custom software design services to be billed at the Vendor's hourly rate of $_____ U.S. dollars per labor hour x _____ hour(s) = _____USD($)/Subtotal Price + _____% of the Subtotal Price = _____USD($)/Extra Work Surcharge _____USD($)/Total Price
☐	Customer is located within 50 miles of Vendor who may perform custom software design in Customer's place of business or via remote access software with Customer.
☐	Customer is located more than 50 miles away from Vendor who will only perform custom software design via remote access software with Customer.
☐	Fixed price for computer repair = _____USD($)/Total Price

Vendor will perform the following services, or as may be further described in an exhibit that is initialed, dated and attached to this Agreement:

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If the Agreement is acceptable, then please sign the top copy and return one of the copies to Vendor, who must have a signed copy of the Agreement in his possession before proceeding with any work.

All Software to be completed in a workmanlike manner according to standard practices. Vendor shall carry General and Professional Liability insurance.

NOTE: This proposed Agreement may be withdrawn by Vendor if not accepted within 30 days of the date at the top of this agreement. Acceptance of the Agreement by Customer is not complete until acknowledged by Vendor.

ACCEPTANCE OF THE AGREEMENT FOR SOFTWARE: The above mentioned description of work and the hourly rate for the Software and the conditions of this Agreement are satisfactory and are hereby accepted by Customer.

ACCEPTANCE OF THE AGREEMENT FOR COMPUTER TROUBLESHOOTING SERVICES: The above mentioned description of work and the fixed price for computer troubleshooting services and the conditions of this Agreement are satisfactory and are hereby accepted by Customer.

Customer Signature_____ Date of Acceptance by Customer_____

Vendor Signature_____ Date of Acceptance by Vendor_____

CONDITIONS OF AGREEMENT

1. Apps, websites, programs or third party software or programs provided to Customer under this Agreement shall hereafter be known as "Software".
2. Cable attached device(s), CD/DVD/flash/floppy or ZIP disk drive(s), corrupted files and/or folders, defective desktop and/or laptop computer hardware architecture, defective desktop and/or laptop random access memory (RAM) modules, defects in various other solid state electronic components on the mother board, dial up modem(s), hard disk controller(s), high speed modem(s), infra red light device(s), internet router(s) and/or gateway(s), local and/or network plotter(s)/printer(s) and scanner(s), local and/or wide area network(s):LAN or WAN, network disk drive(s), network server(s), power supplies, radio controlled device(s), SQL server(s), Windows or Linux based web server(s), or any other external device(s) shall hereafter be known as "Hardware".
3. A third party that takes possession of the Software shall hereafter be known as "Successor".
4. Everything that Customer and Vendor agreed upon with respect to the Software is written in this Agreement and/or any addendums that may become an extension of this Agreement. It replaces all earlier and contemporaneous agreements and understandings, whether spoken or written. This Agreement can only be changed in writing, and the writing must be signed by both Customer and Vendor.
5. Vendor shall not be responsible for non-performance or delays in performance of this Agreement due to causes beyond the control of Vendor, including but not limited to requirements of any governmental authority, acts of God, fire, floods, strikes, labor difficulties, inability to secure transportation, power outages, unusual market conditions, accidents, acts of military authorities or national defense activities.
6. In the event of a programming problem with the Software furnished by Vendor, Customer shall notify Vendor by writing or telephone (with confirmation in writing) of the difficulty and provide Vendor with a reasonable period of time, but not less than five (5) business days, to come to Customer's place of business to correct the problem. In no event shall Vendor be held liable for programming defects.
7. If any or all of the Software on Customer's local or network hard drive(s) becomes corrupted or damaged, Vendor will be given a reasonable period of time, but not less than five (5) business days, to come to Customer's place of business to correct the problem. In no event shall Vendor be held liable for this mishap, nor from consequential, indirect, speculative or special damages that does or may arise from such event.
8. Vendor shall not be liable for any injury or damage arising through negligent or improper use of programming or other materials supplied under this Agreement. In no event shall Vendor be held liable for consequential, indirect, speculative or special damages.
9. Vendor shall not be held liable for any logical and/or physical issues associated with Hardware that may work in conjunction with the computer that runs the Software provided by Vendor.
10. Even if a court decides that a problem with the Software or any other improper or careless activity of Vendor caused or allowed any harm (property damage, personal injury or death) to Customer or to others, Vendor will owe Customer no more than the amount paid by Customer to Vendor. It is understood that the sum is agreed upon as liquidated damages instead of actual damages of an uncertain nature, which are difficult to currently measure and such is not intended to operate as a penalty for or against either party.
11. In the event that Customer elects to use Software at a location other than where originally installed, and Vendor is required to travel to provide any service to the Software, whether under warranty or not, and whether due to any cause whatsoever, Customer shall pay for any such expenses as this Agreement does not does not contemplate any travel outside the Northeast Ohio area.
12. Vendor will not accept requests for rebates and/or discounts.
13. There are no warranties governing this Agreement, the relations of the parties, or the Software sold or developed under this Agreement, unless expressly set for under this Agreement. Specifically, there shall be no warranties, (1) express or implied, as to the condition of Hardware as well as any hardware provided by Vendor and/or Customer, or any other person or entity; (2) the merchantability or fitness for a particular purpose of any Hardware or Software; or (3) any other warranty, excepting the following: Vendor warrants that the Software erected under this Agreement shall meet the specifications and parameters as set forth in the Agreement.
14. All claims must be submitted within thirty (30) days of Customer's recognition of a problem and within one (1) year from the completion of the program contemplated under this Agreement. There are no express warranties, which extend beyond those on the face of this Agreement, and all implied warranties. If any coincide with the duration of this warranty, this warranty gives Customer specific legal rights and Customer may have other rights that may vary from jurisdiction.
15. All implied warranties will be restricted so that it applies only so long as there are no changes to the Hardware, Software, the computer or network systems, or any new software added to the computer or network, or any updates to any software on the computer or network server or any other computer connected to the host computer or network server.
16. Any modification to the Software provided under this Agreement or any other Software supporting the Software provided under this Agreement by any person or entity other than Vendor shall automatically and immediately terminate any warranties provided by Vendor under this Agreement, or otherwise without limitation.
17. This Agreement shall be interpreted and construed under the laws of the State of Ohio. Any legal or equitable action initiated against Vendor must be done in the courts serving Cuyahoga County, Ohio. The provisions of this paragraph shall apply notwithstanding the ultimate use or location of the Software, or the computer Hardware holding the Software.
18. Customer agrees to hold Vendor harmless for any and all claims, demands, liabilities, losses, damages, expenses including attorney fees and lawsuits, which may be asserted by any third party to this Agreement arising from Customer's use of the Software developed or sold under this Agreement, whether for its intended purpose, or any other purpose.
19. Vendor shall not be treated as an Employee of Customer in the performance of the terms of this Agreement.
20. Customer's right to use the Software sold or developed under this Agreement shall exist only if Customer is current in its obligations under this Agreement.
21. All Software created under this Agreement shall remain the proprietary property of Customer. Any service provided under this Agreement shall be provided only to Customer signing this Agreement, and not to any Successor in interest, assignee or transferee.