



# Clients First Business Services

## PART I

### GENERAL TERMS AND CONDITIONS (SERVICES)

These General Terms and Conditions set forth below are fully applicable to each Schedule referenced in Part I above. Client agrees to engage Dynamics ERP Services, Inc. (DBA Clients First Business Services herein referred to as the "Company") to perform certain services from time to time upon the terms and conditions as set forth in this Agreement and in those certain Schedules attached to this Agreement. In the event of any conflict, the General Terms and Conditions shall take precedence over the provisions of any Schedule, Exhibit or Attachment.

1. **Services.**

(A) **General.** Company will provide to Client the professional services (the "Services") as described in the applicable Schedule(s) attached hereto (collectively "Statement of Work"). Such Services may support certain software ("Software") when so indicated by the applicable Statement of Work.

(B) **Cooperation.** Client acknowledges that Company performance of Services is dependent upon cooperation between Clients First Business Services' personnel and Client's personnel, and failure of Client to cooperate will impair delivery of the Services.

2. **Customization.** If the applicable Statement of Work details Services that include the development of enhanced functionality for the Software (the "Enhancements"), Client acknowledges that all right, title and interest in such Enhancements remains with Company, (or its licensors). Subject to the terms and conditions of this Agreement, Company grants Client a non-exclusive, royalty-free, perpetual license to use the Enhancements solely with the Software as such Software is used in Client's internal business.

3. **Project Budgets.** Project budgets are estimates. Actual conditions and problems identified may require additional resources to address. Notification will be given to the Client if the project costs exceed the total project budget by 10%. Work will continue in good faith without interruption if Client's account is in good standing. Increased budgets will be reflected in a change order.

4. **Compensation.** As compensation for the Services Client shall pay Company (1) the fixed price or accumulated hourly fees, as applicable, stated in the applicable Statement of Work and (2) all expenses actually incurred by Company in connection with the performance of Company's obligations under this Agreement and the applicable Statement of Work. Client understands that the price for the Services may be adjusted due to any delay or interruption by Client. Invoices will be prepared weekly and due in full without deduction within net twenty (20) days of the date of invoice. In addition to the fees specified above, Client shall pay or reimburse Company for any and all federal, state and local taxes assessed upon or with respect to the Services provided hereunder, or otherwise arising from this Agreement, except that the income taxes of Company shall be the sole responsibility of Company.

5. **Limited Warranty.** Company warrants to Client that the Services shall be performed in a good and workmanlike manner according to Company's normal practices. Company will use reasonable efforts to promptly correct or reperform any non-conforming work performed at no cost to Client; provided, however, that this warranty is limited to claims communicated to Company within thirty (30) days after Clients First Business Services' completion of the Services covered by the applicable Statement of Work (and any stated acceptance procedures in the applicable Statement of Work) (the "Warranty Period"). This warranty shall not cover any errors not caused by Company, including (a) any unauthorized modification of the Software or Enhancements and (b) failure of Client to maintain a proper operating environment and required maintenance of the Software or hardware and (c) any software publisher defect that is corrected or alleviated which is deemed mission critical to the client's business.

6. **Problem Resolution.** Client will comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the malfunction, Client will promptly notify Company of the malfunction. Company may request reports, data and other information from Client deemed necessary by Company to properly diagnose and resolve the problem, and Client agrees to promptly provide at its own expense such information.



7. **Limitation of Warranties and Liability.** EXCEPT FOR WARRANTIES SPECIFICALLY CONTAINED HEREIN, COMPANY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, CONDITION, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NONINFRINGEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER. Client agrees that the extent of Clients First Business Services' liability for any damages, costs or expenses suffered by Client as a result of Clients First Business Services' breach of this Agreement or its warranties contained herein shall be limited to the return of the compensation paid to Company by Client during the six (6) month period preceding the event or circumstances giving rise to such liability pursuant to the terms of this Agreement.
8. **Representations of Client.** Client represents and warrants that (a) the information provided by Client and the resulting assumptions of Company based upon such information as set forth in the applicable Statement (s) of Work shall be true and correct as of the date of execution of such Statement of Work; (b) the Client representative designated pursuant to the applicable Statement(s) of Work has the authority necessary to act on behalf of and to bind Client in all respects in connection with the activities contemplated by this Agreement or the applicable Statement (s) of Work; and (c) Client hereby agrees and acknowledges that it shall perform and be responsible for the completion of all of the duties and obligations for which Client is responsible under the terms of each Statement of Work.
9. **Term.** The engagement of Company hereunder shall commence on the Effective Date listed in Part I and shall end upon the first to occur of the following events (the "Term"): (1) Client has accepted the Services contained in the applicable Statement(s) of Work and Company has delivered the materials to be delivered by Company pursuant to the applicable Statement(s) of Work; or (2) thirty (30) days after the first day of live processing of the systems on which the Services were performed, or (3) this Agreement has been terminated as a result of a party's failure to perform any obligation set forth in the Agreement, if such failure has not been corrected within thirty (30) days after the other party has given written notice of such failure. Any termination of this Agreement shall not relieve Client from the obligation to pay Company for those Services provided by Company prior to the termination of this Agreement. The terms and provisions of Sections 4, 5, 7, and 10 through 17 shall survive the completion, cancellation, expiration and/or termination of this Agreement.
10. **Legal Expenses.** In the event of any litigation, the prevailing party shall be entitled to receive its reasonable attorneys' fees and related costs.
11. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas, excluding conflicts of law. Venue shall lie in Tarrant County, Texas.
12. **Force Majeure.** If Company is prevented from performing any portion of the Agreement by causes beyond its control, including but not limited to labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or acts of God, it will be excused from performance for the period of the delay and for a reasonable time thereafter. If such failure to perform continues for more than thirty (30) days, Client shall have the right to terminate this Agreement.
13. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors and permitted assigns.
14. **Amendments.** This Agreement may be amended only by a written agreement executed by all of the parties hereto.
15. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person, by confirmed facsimile (with copy sent by regular mail on the same day), or by registered or certified mail, return receipt requested, postage and fees prepaid, first class mail, to each party at such party's address or facsimile number contained on the cover page of Part I. Any party hereto may change the address designated for mailing by written notice to the other party. All such notices shall be deemed to be given when delivered in person, on the day after delivery if by confirmed facsimile, or on the third business day after sent by registered or certified mail.
16. **Relationship of the Parties.** Company is an independent contractor, and Client shall not be an employer of any persons providing the Services.
17. **Entire Agreement.** This Agreement, together with the applicable Schedules (which include the applicable Statements of Work) shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby.



# Company Agreement

## PART II

### IDENTIFICATION OF PARTIES/SELECTION OF SCHEDULES

**Dynamic ERP Services, Inc. DBA Clients First Business Services**  
901 Bardin Road #104  
Arlington, Texas 76017  
Fax: 888.486.0374

#### Client

Dynamics ERP Services, Inc. (DBA Clients First Business Services) and Client agree that Clients First Business Services will provide Services as described in the Schedules and/or Exhibits set forth below, each of which is attached to an incorporated as part of this Agreement.

Schedule 1 – **As per the pricing and narrative of the *Proposal Recommendation Dated* XXXX**

Client’s execution of this Agreement includes Client’s agreement to be bound by the General Terms and Conditions set forth below and the provisions of the designated Schedules attached hereto and incorporated herein. This Agreement shall become effective upon the date accepted in writing by Clients First Business Services (the “Effective Date”).

Client:  
\_\_\_\_\_

Accepted by:  
Clients First Business Solutions

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_