

Guarantee of Work/Limited Warranty

MC Services warrants that Services performed and/or Products provided, will be done so in a professional manner and in accordance with good usage and acceptable practices.

This warranty extends only to failures that appear within ninety (90) days from the date of delivery. MC Services further warrants that any media furnished will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery.

Services and products are only guaranteed to work and be compatible with the software and hardware that was in effect and usage at the time services or products were provided. MC Services' guarantee and limited warranty is null and void if there have been updates or changes to software and/or hardware that were in use at the time services and/or products were provided.

MC Services does not warrant that that any service and/or product will meet your requirements or that operation of service and/or product will be uninterrupted or error-free. You assume sole responsibility for the selection of any services and/or products to achieve your intended results and for the installation, use and results obtained from the same.

Billing Fees Policy

MC Services is a for-hire company that charges by the quarter-hour for the total number of hours of services performed, unless a separate, fixed-fee quote is delivered and signed by both parties. Customer is expected to pay for each quarter-hour of services performed. Services performed include, but are not limited to: communications (in person meetings, e-mail, phone, or video), problem or situation research and discovery, system or program changes or updates, training, quality assurance and testing.

Financial Policy

I understand that I am financially responsible for the charges invoiced and agree to make timely and accurate payments, within terms. All late payments will be charged 1.5% per month, or 18% per year. Change requests will be submitted for approval for any additional or unforeseen charges related to projects. MC Services is not responsible for any warranty or service claims. I agree that I am entirely financially responsible for paying MC Services in full, and that I may need to deal directly with any third-party on warranty claims. I further agree to pay reasonable attorney's fees and court costs in the event that legal action becomes necessary to enforce this contract.

Liability Release

I hereby authorize the required work to be completed to my computer, computer system(s), network, and databases, along with the necessary materials. I hereby grant MC Services and its employees permission to gain access to and to operate the necessary software and hardware for the purpose of testing, inspection, and completion of authorized projects. MC Services is not responsible for the loss or damage to any software, hardware or data stored.

Non-Solicitation Agreement

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any customer, or on behalf of any other person or entity, during the course of engagement and for the period of two (2) years beyond the last date that services were provided by MC Services to the customer. Your signature on this document confirms your company's agreement to adhere to this professional standard of conduct.

Customer acknowledges that MC Services is involved in a highly strategic and competitive business. Customer further acknowledges that customer would gain substantial benefit and that MC Services would be deprived of such benefit, if customer were to directly hire any personnel employed by MC Services. Except as otherwise provided by law, customer shall not, without the prior written consent of MC Services, solicit the employment of MC Services' personnel during the term of this Agreement and for a period of two (2) years beyond the last date that services were provided by MC Services to the customer.