



## Client Agreement

### WARRANTIES

**CBS Warranties.** CBS (Comprehensive Business Systems, LLC) warrants that: (a) each of its employees assigned to perform services shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with this agreement; (b) CBS shall take all reasonable steps to preserve all warranties or guaranty associated with other manufacturers or software suppliers; (c) **THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES. CBS MAKES NO OTHER WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**Third Party Software/Product Warranties.** CBS warrants that: (a) it is the lawful user/owner/licensee/ and-or lessee of all equipment, property, software, data and or rights of any kind which are reasonably required in order to fulfill its license obligations hereunder and to the extent that CBS is expected to interact with customer--end users; (b) to the extent that CBS is asked to work on property belonging to others--including but not limited to third party software--CLIENT has obtained or will obtain at its expense all appropriate releases such that CBS can reasonably be assured that it is not violating third party software copyrights or licenses in working on said third party products--this clause is intended to be construed as applying only to those third party products, software copyrights or licenses that are not otherwise the subject of the license between CBS and CLIENT; to that end, CLIENT will submit to CBS copies of any such releases; (c) CLIENT does not now and will not in the future violate any state or federal laws with respect to privacy, trade secrets, copyrights, or patents and its business is lawfully conducted as for as is reasonably known or knowable; (d) CLIENT relies solely on its own skill and judgment with respect to whether any deliverable meets its standards and to the extent its needs are met under this agreement; further CLIENT has independently and freely entered into this agreement not relying in any way upon representations not contained herein.

### LIMITATIONS

**Time.** All claims arising from this agreement shall be filed in a court of appropriate jurisdiction no later than 1 year from the date the alleged breach occurred regardless of when the breach was discovered absent fraud. In no event shall any legal recourse exist against either party herein more than 4 years after an alleged breach. CBS will make every reasonable effort to assist CLIENT in completing the implementation of their system within CLIENT'S timeframe, however, CLIENT expressly acknowledges that CBS cannot guarantee the completion of the implementation of their system within any timeframe as it is beyond CBS's control.

**Exclusion of Consequential Damages.** In no event shall either party be entitled to indirect, incidental, or consequential damages, including lost profits, based on any breach or default, or any negligence, of the other party.

**Maximum Liability.** CBS's total liability for any damages cannot exceed payments it has actually received in connection with this contract for twelve (12) months preceding any claim or \$10,000.00, whichever is less.

**No Effect on Other Agreements.** Nothing in this agreement shall abridge or negate any other warranties contained in any other agreements concerning the procurement of components or services by CLIENT in connection with the work performed herein.

**Force Majeure.** No party shall be in default or breach of this agreement if failure to perform any obligation hereunder is substantially caused by supervening conditions reasonably beyond that party's control. CBS shall not be liable for any delay or failure to perform any obligation or services described hereunder due to any causes beyond the reasonable control of CBS. CBS bears no responsibility for any discontinuation or cessation of software production, support, or services by any software manufacturer.

### CONFIDENTIALITY

**Proprietary Information.** CBS will not disclose any of CLIENT's confidential or proprietary information which is not available to the public and which is not otherwise independently maintained or developed by CBS; however, CBS shall not be precluded in any manner from performing similar services for others even where such services shall produce similar results nor from using or disclosing for any purpose any ideas, concepts, or techniques resulting from such services in any manner.

**Nonsolicitation.** As the training and qualifications of the employees of CBS are unique and the loss of those employees would affect CBS's competitiveness and continued commercial success. CLIENT agrees that during the term of this agreement, including the term of any support contract and for a period of one year following the termination thereof CLIENT will not directly or indirectly solicit, recruit, hire or employ any of the employees or subcontractor of CBS or induce, solicit, or influence any employee or subcontractor of CBS to terminate or curtail employment with CBS.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this agreement as of \_\_\_\_\_.

CBS (Comprehensive Business Systems, LLC):

CLIENT: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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