

Terms & Agreements



THE FINE PRINT

- New clients may cancel monthly support within the first 30 days, paying only for work that we have performed.
- Monthly support is 1 year term from sign date, renews automatically annually. Early termination incurs a fee of 50% of term remainder, requires 30 days written notice.
- Cancellation forfeits discount rate, is prorated retroactively.
- If you decide to employ any person(s) you meet from Mann through this agreement, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer. The conversion fee will equal 50% of the professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.
- Fees are subject to change, contact your account manager for current rates.

THE REALLY FINE PRINT

THIS AGREEMENT, made by and between Customer (front page of Agreement) and Mann Consulting, LLC ("Vendor"), a San Francisco, CA-based limited liability corporation:

1. Term of Agreement. The Customer retains Vendor who accepts this retainer to commence on the date ("Start Date"), and will terminate the earlier of one (1) year after the Start Date (unless automatically renewing), or within (30) days of the start date following written notice of termination by one party to the other.
2. Services. During the term, Vendor agrees to perform services including but not limited to desktop and server support, email, backup & remote access, training, software and hardware installa-

tion. Services do not include, and are not limited to the following: hardware repair, phones, minicomputers.

3. Compensation. For services described in paragraph 2, the Customer agrees to abide by the terms of payment set forth by the Vendor. In addition, Vendor is entitled to reimbursement for reasonable expenses incurred.
4. Relationship of Parties. The parties agree and intend that the relationship between them created by this Agreement is that of principal-independent contractors.
5. Retention of Services of Third Parties. The conduct and control of the work to be performed by Vendor under this Agreement will lie solely with Vendor. Vendor may, from time to time, employ, engage or retain the services of other persons, companies or firms in order to properly perform the services required of Vendor. Vendor agrees to hold the Customer harmless from all liability which may be occasioned by claims against Vendor on behalf of such third parties retained by Vendor so long as the Customer has not become a party to a contract with such third parties through a written amendment to this Agreement.

6. Non-Exclusive. The Customer agrees that Vendor has no obligation to make its time and services available exclusively to the Customer, and that Vendor may perform services for others at any time during the term of this Agreement. Vendor agrees that its performance of services for others will not prevent proper performance of the services detailed in this Agreement.

7. "Confidential information" means trade secrets and proprietary info of the Customer disclosed to Vendor as a result of services performed by it under this Agreement.

Vendor agrees that any confidential information relating to the business of the Customer which is disclosed to Vendor in confidence at any time during the term of this Agreement, shall be held by Vendor in a fiduciary capacity solely for the benefit of the Customer, and shall not at any time during the term of this Agreement be used by Vendor other than in the regular course of business of the Customer, except with the written consent of the Customer.

Information shall not be deemed to be confidential if it:

(a) is already known to Vendor through sources other than the Customer; or (b) is or becomes publicly known through no wrongful act of Vendor; (c) or for release by written authorization of the Customer.

8. Limited Liability. Vendor will not be liable to the Customer, or to any person or entity that may claim any right due to its relationship with the Customer, for any acts or omissions in the performance of Vendor's services under this Agreement, or on the part of the agents or employees of Vendor, except when such acts or omissions are due to Vendor's willful misconduct or gross negligence. The Customer will indemnify Vendor, its agents and employees, from and against any and all liabilities, (including, without limitation, claims, judgments and attorneys' fees) arising directly from the services rendered to the Customer pursuant to this Agreement, except when the same arises due to the willful misconduct or gross negligence of Vendor, its agents or employees.

9. General Provisions.

9.1 Assignability of Agreement. Vendor will not be entitled to assign any of its rights under this Agreement, nor delegate any of its duties or obligations under this Agreement, except as set forth in paragraph 5 and/or except to a succeeding entity of Vendor, without the prior written consent of the Customer.

9.2 Excuse of Performance. Upon any event not within the control of Vendor, including but not limited to an act of God, earthquake, civil disobedience, which forces Vendor to defer or cancel fulfillment of the provisions of this Agreement, the Customer will release Vendor from any claim for breach of contract or damages. Upon such event, the Customer will not be obligated to pay Vendor any further compensation hereunder except, that Vendor will be entitled to compensation and reimbursement of expenses incurred as provided in this Agreement up to the date of such event pursuant to The Rate Card. If Vendor is compelled to defer fulfillment of the provisions hereof, the Customer will not be obligated to pay Vendor any further compensation during such period of deferment. In such event, compensation payments will be resumed at the rate provided in paragraph 3 and the front page in the event that Vendor becomes able to fulfill the provisions of this Agreement during the term hereof.

9.3 Integration; Exhibits and Schedules. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. Any amendment or modification hereof must be in writing signed by all parties. All schedules attached to this Agreement are incorporated herein by reference.

9.4 Notices. All notices by any party to the others must be in writing and by U.S. mail, postage prepaid and addressed to each party at the addresses set forth on the signature page of this Agreement. Service of any notice so made by mail will be deemed complete upon confirmation of receipt, or if no such confirmation is obtained, at the expiration of the third (3rd) business day after the date of mailing. From time to time, any party may designate a different mailing address by giving written notice to the other parties as aforesaid.

9.5 Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party all costs, expenses and reasonable attorneys' fees incurred by the successful party (including without limitation, costs, expenses and fees on any appeal), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses, and attorneys' fees shall be included as part of the judgment.

9.6 Choice of Law. It is the intention of the parties that the laws of the State of California (without regard to its or any other jurisdiction's choice of law provisions) shall govern the validity and interpretation of the rights and duties of the parties to this Agreement.

10. Survival. Upon termination of this Agreement, Paragraphs 1, 3, 7, 8, 9, 10 shall survive.

11. You actually read this far. Which law school did you attend?