

IT CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (THE "AGREEMENT") IS DATED THIS [_____] DAY OF [__MONTH__], 2025.

CLIENT
[INSERT Organization]
(the "Client")

CONSULTANT
AURORA PC TECH
(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Consultant to provide the Client with following consulting services (the "services") for no more than 10 hours/month: The retainer can be refilled

Manage Firewall

Manage WiFi Network

Audit IT Endpoints

Inventory all computers and applications

Manage Windows Updates.

-Review backup strategy

_____ # of computers

_____ # of Users

PC Cleanup

- Remove old remote software

- Remove unused accounts

2. The Services will also include any other consulting task which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

We will specify that the client purchase new machines ever 3 years to assure uptime of endpoints for the Client. Preventative Maintenance

Account Clean Up
- Active Directory

TERMS OF AGREEMENT

3. The term of this Agreement(the "Term" will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminated this Agreement, that Party will be required to provide **30 days'** written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party against all reasonable damages. This includes any hours spent by Aurora PC Tech during that month will be paid at \$250.00 per hour.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
9. If at any time Aurora PC Tech is spending more hours than allowed per month Aurora PC Tech may update the contract amount once both parties agree.

CURRENCY

10. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

11. The Consultant will charge the Client for the Services at the rate of **#[####.00] per month** (the "Compensation").
12. If at any time a transaction is rejected for insufficient funds, this plan and all services will be suspended until payment is made and the funds issue is resolved. Client is responsible for all bank fees associated with non-payment
13. The total monthly rate may be adjusted as the number of computers at the Client site changes. All changes to the number of computers under this plan must be made in writing and signed in advance by the Client.

RECOMMENDATIONS

14. Client is responsible for all IT Costs on purchases that Aurora PC Tech recommends or required upon approval.

No Responsibility Disclaimer

15. Our services are primarily provided by employees of Aurora PC Tech. However, during extended busy periods, we may rely on contracted personnel employed by our business partners, all of whom must be in compliance with our rigorous standards of knowledge, experience, and professionalism. In order for us to provide your business with the most comprehensive IT services coverage, we install remote management software on all your computers. This software will allow Aurora PC Tech personnel unrestricted access to all your computers at any time. This is the agreed-upon industry-wide method of providing the highest quality IT services because it gives us intimate knowledge of your IT environment, and allows us to anticipate problems before they happen, and to take action to prevent problems. In the event of the termination of our agreement, we remove all such software from your computers. We expect that you will alert Aurora PC Tech of any issues that affect your IT environment as soon as you are aware of them. In addition, you agree to alert us of any issues involving our technicians in which you are unhappy with their Aurora PC Tech Agreement to Provide IT Services Performance at once.
16. Aurora PC Tech is not responsible for any damage to your computer system or network that arises because of advice provided by our analysts. Aurora PC Tech's support users agree to indemnify and hold harmless Aurora PC Tech and their employees from any direct or consequential damages resulting from the technical support provided, including but not limited to: hardware or software failure, data loss, server maintenance/downtime, network failure, power failure, or viruses or worms, or any software installed on IT Network or Endpoints.
17. Everything you try on your computer system, whether inspired by or in accordance with the advice given by Aurora PC Tech support or not, is entirely at your own risk; any loss or damage arising from the use of this service is the sole responsibility of the user. Aurora PC Tech will not be responsible for any injury or damage, direct or indirect, arising from the use of Consultant s' support services.
18. By proceeding to use Aurora PC Techs' Support services, you are agreeing to the terms and conditions of this disclaimer.
19. This Agreement constitutes the entire Agreement between the parties. All prior Agreements, proposals, and negotiations between the parties concerning the subject matter contained in this Agreement, are cancelled and superseded by this Agreement. Any changes to this Agreement must be agreed to by both parties in writing
20. Intellectual Property Ownership. Aurora PC Tech retains and shall own all rights, title and interest in and to its services and technology, and all related intellectual property rights. Client shall not acquire any right, title or interest in any intellectual property rights related to our service or technology. Client retains and shall own all right, title and interest in and to its trademarks and other intellectual property. All rights not expressly granted to Client in this Agreement are reserved to Aurora PC Tech. Each party agrees that it will hold in strict confidence and not disclose the Confidential Information of the other party to any third party

and to use the Confidential Information of the other party for no purpose other than as reasonably contemplated by this Agreement or for the evaluation of subsequent business relationships between the parties. Each party shall maintain the confidentiality and prevent accidental or other loss or disclosure of any Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information but in no event with less than reasonable care

Warranty Disclaimer.

- 21. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL ADVICE, CONTENT, AND SOFTWARE) ARE PROVIDED BY AURORA PC TECH AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES, OR ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AURORA PC TECH DOES NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE (EXCEPT AS REQUIRED FOR HIPAA COMPLIANCE), UNINTERRUPTED, ERROR FREE, OR SUCCESSFUL IN RESOLVING CLIENT QUESTIONS OR COMPUTER PROBLEMS. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S OR ITS CUSTOMERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, CONTENT OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT OR ITS CUSTOMERS FROM THE SERVICES SHALL CREATE ANY WARRANTY. ANY CONTENT OR SOFTWARE THAT CLIENTS ACCESS, DOWNLOAD OR USE WITH THE SERVICES IS DONE AT CLIENT'S OWN DISCRETION AND RISK, AND PRIOR TO RECEIVING SERVICES, CUSTOMERS ARE REQUIRED TO AGREE THAT THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH ACTIVITIES.

Date of Initial Service: February 1, 2025

Client Organization _____

Client Printed Name _____

Client AUTHORIZED SIGNATURE _____

Title _____

Client E-mail _____

DATE _____

Aurora PC Tech _____

AUTHORIZED SIGNATURE _____