

«Date»

«Title» «FirstName» «LastName»

«Company»

«Address1»

«Address2»

«City», «State» «ZIPCode»

Re: Engagement Agreement

Dear <customer>:

The purpose of this letter and the attached terms and conditions is to document an agreement between Abila **(Abila, Inc.“)** and XXXXX (organization name) as to the nature and timing of the customer support case services that Abila will render under the agreement.

Many customer support cases concerning data issues can be resolved through SQL scripts that are prepared based on the evaluation copy. Abila’s services hereunder will include analyzing an evaluation copy that you submit, and preparing and testing the script(s) and then delivering them after such tests.

If your issue cannot be resolved through SQL scripts, Abila will request a second copy of your data. If this occurs, we recommend that you then postpone further use of the software until further notice.

Description of Issue: 1099 MISC/NEC Adjustment Cleanup

This script will delete ALL 1099 MISC Box 07 adjustments for 2020.

This script will delete ALL 1099-NEC Box 01 adjustments for 2020.

This script will not affect any adjustments except for those.

This script will not change values from MISC-07 to NEC-01. The 20.3 upgrade process will do that.

If you had any MISC-07 or NEC-01 Adjustments that were not related to moving values (ie normal adjustments to fix amounts not associated with those 1099 boxes) you will need to re-enter those adjustments after running the script.

Charges for all case services will be assessed in 1-hour increments at a rate of $195/hr with a 2-hour minimum. Abila has estimated that the total time is 0 hours. The total charge for the services and amount to pay are outlined below.

Please pay the balance

|  |  |
| --- | --- |
| **Data Repair Charge** | 0 |
| Shipping Fee (if applicable) | 0 |
| ***Total Charge:*** | 0 |

Options:

I would like to receive SQL scripts to update my live database. (Some cases may still require the use of live data)

Please FTH (file transfer hub) my repaired data back to me. (A Customer Support Analyst will provide FTH procedures)

Abila will use reasonable care in performing services hereunder, but we cannot guarantee the correctness of individual data. Adherence to accounting standards is strictly the responsibility of the customer.

Please sign this agreement and fax it back to Abila **855-366-8455** to my attention.

Sincerely,

<Support Analyst’s Name>

Abila Customer Support

Please sign below indicating your acceptance of all the above terms and conditions:

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

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

Serial No: XXXX

Case No: XXXXXXXXX

These Terms and Conditions are incorporated into and made a part of an engagement agreement (the “Engagement Agreement”) made by and between Abila and one of its customers (the “Customer”), relating to customer-support case services (the “Services”) to be rendered by Abila.

1. **Limited Warranty**.
   1. **Abila Warranty**. **Abila** warrants that the Services will be performed consistent with generally accepted industry standards. No specific result from provision of the Services is assured or guaranteed. ABILA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.
   2. **Remedies**. Customer’s sole remedy and Abila sole obligation in the event of a breach of the warranty contained herein is at Abila’s sole option: (i) to re-perform the Services, or (ii) to refund the amounts paid by Customer for the Services that were not as warranted; provided Abila has received notice from Customer within thirty (30) days of the completion of the Services that Customer alleges were not performed consistent with the warranty set forth in this Section.
2. **Limitation of Liability**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABILA’S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES UNDER ENGAGEMENT AGREEMENT, ENGAGEMENT AGREEMENT, ITS NEGOTIATION OR TERMINATION OR THE PROVISION OR NON-PROVISION OF SERVICES OR (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXEED THE AMOUNT RECEIVED BY ABILA FROM CUSTOMER UNDER THE APPLICABLE ENGAGEMENT AGREEMENT. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION.
3. **Rights to Work Product; License**. “**Work Product**” means any expression of Abila’s findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, , and other technical information, including all source code, object code and derivatives of any of the foregoing. All Work Product is and shall remain the exclusive property of Abila. Upon delivery of any Work Product, Abila shall grant to Customer a non-exclusive, worldwide, fully paid-up and royalty-free right and license to access and use the Work Product delivered hereunder in the ordinary course of Customer’s activities in using a licensed copy of Abila’s proprietary. Notwithstanding the foregoing provisions of this Section to the contrary, Abila acknowledges and agrees that it shall have no rights in any Customer-created data contained in or incorporated into any Work Product.
4. **Independent Contractor Status**. Abila performs its obligations pursuant to this Engagement Agreement as an independent contractor, not as an employee of Customer. Nothing in this Engagement Agreement is intended to create or be construed as the existence of a partnership, joint venture, or agency relationship between the parties.
5. **Termination**. Customer may terminate Engagement Agreement, at any time by giving Abila at least thirty (30) days prior written notice of termination, provided that all fees due under this Engagement Agreement shall be paid by Customer to Abila immediately upon the effective date of such termination, including without limitation, payment in respect of all services rendered through the effective date of any termination. Abila may terminate this Engagement Agreement for any uncured failure of Customer to fulfill its obligations hereunder, including Customer's failure to timely pay invoices. The termination of this Engagement Agreement shall not terminate the license of any heretofore licensed to Customer by Abila except as expressly provided therein or any license to Work Product for which Customer has paid all amounts due in respect thereof.
6. **Separate Agreements**. Customer understands and agrees that this Engagement Agreement is a separate and independent contractual obligation from any obligation under the end-user license agreement under which Customer acquired a limited license to use certain of Abila’s proprietary.
7. **General**. This Engagement Agreement is made in and shall be governed by the laws of the State of Texas, without regard to its choice of law principles. Jurisdiction and venue shall be in an appropriate state or federal court in Texas. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Engagement Agreement. No purchase order or other ordering document that purports to modify or supplement the text of this Engagement Agreement shall add or vary the terms of this Engagement Agreement. All such proposed variations or additions (whether submitted by Abila or Customer) are objected to and deemed material unless otherwise agreed to in writing. Except for Customer’s obligation to pay Abila fees in relation to the Services, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Engagement Agreement is held to be unenforceable, this Engagement Agreement shall be construed without such right or any other right in the future. Except for actions for non-payment or breach of Abila’s proprietary rights in the Work Product, no action, regardless of form arising out of this Engagement Agreement may be brought by either party more than one year after the cause of action has accrued. This Engagement Agreement replaces and supersedes any prior verbal or written understandings, proposals, quotations, communications, and representations between the parties relating to the subject matter hereof. This Engagement Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.