



PARTNER PROGRAM AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____ 2017, by and between Abadata Computer Corporation, Inc. located in Sebewaing, MI and _____ (Purchaser).

Email Address: _____

WHEREAS, the purchaser is desirous of obtaining computer maintenance,

AND WHEREAS, Abadata Computer Corporation, Inc. is desirous of providing computer maintenance,

Therefore this Partner Program Agreement is entered into between Abadata Computer Corporation, Inc. hereafter called Abadata and _____ hereafter called the Purchaser.

It is hereby agreed by Abadata and the Purchaser as follows:

1. The Partner Program Agreement is a computer and related hardware systems maintenance agreement whereby the Purchaser pays a mutually agreed upon amount of money to Abadata Computer Corporation, Inc. as payment in advance for anticipated service for a six to twelve month period. As the year progresses, draws are made on the agreement for service as it is completed. When the advance payment drops to 1 hour or less it is replenished by invoicing the Purchaser for an additional time block through credit card or ACH (Net 15).
2. The initial time block elected by Purchaser shall be (circle one): 5, 10, 20, 50, 100 hours.
3. The replacement time block for invoicing purposes shall be (circle one): 5, 10, 20, 50, 100 hours.
4. The current block time pricing schedule is attached for convenience. Abadata updates this block pricing from time to time to meet current market conditions and demands.
5. Hourly rates of all technicians under the Partner Program Agreement are billed equally. For example an entry level technician is billed at the same rate as a senior engineer.

6. Time is sold in block amounts at current block prices which is non-refundable.
7. The term of each block hour purchase shall be 36 months or when all of the block hours purchased are consumed, whichever occurs first. Unused portions of block hour purchases are considered to be abandoned to Abadata.
8. Termination of this agreement may be performed by unilateral consent, in writing, of either of the parties hereto, prior to the exhaustion of the Purchaser's Partner Program Agreement. If such termination is performed by the Purchaser the remainder of the time in the Partner Program Agreement shall be surrendered to Abadata. If Abadata Computer Corporation, Inc. terminates the Partner Program Agreement the value of the account less any deductions for unpaid invoices, etc. shall be returned in a reasonable amount of time.
9. Purchaser agrees that sales and service made under this agreement are pursuant to Abadata Computer Corporation, Inc.'s *Terms and Conditions of Sale*.
10. Purchaser warrants that the status of the equipment before services rendered:
 - All data, settings and programs are backed up and properly documented. A restore can be easily performed in the event of any loss. In the event that this is not the case the Purchaser takes full responsibility for any loss whatsoever.
 - The equipment is not functioning properly or is not functioning in the manner that the Purchaser desires.
 - The services performed will not be covered by an insurance claim. (Note: If this work or equipment is covered by an insurance claim additional information will be required.)
11. Purchaser understands that all services performed by Abadata Computer Corporation, Inc. are subject to Abadata Computer Corporation, Inc. *Terms and Conditions of Sale*. Purchaser understands that they are responsible for all data, settings, licensing, and programs contained on the equipment or environment being serviced (which is also outlined in the Terms and Conditions of Sale). Purchaser understands that they will be required to pay for any services rendered regardless of the outcome of those services (which is also covered in the *Terms and Conditions of Sale*). Purchaser acknowledges that Abadata Computer Corporation, Inc. frequently is required to work with products from different manufacturers, including software and hardware products and technologies that incorporate both hardware and software, and that frequently software and hardware technologies may

produce undesirable results in an environment that appears to be working perfectly normal when they are integrated. Purchaser acknowledges that sometimes hardware and software manufacturers products have undesirable features that even the manufacturer is not aware of. Further, Purchaser acknowledges that no warranty or guarantee has been expressed or implied and that the Terms and Conditions of Sale prevail. Purchaser agrees to pay for all services and products purchased in the agreed upon time. Finally, Purchaser establishes and conveys a mechanics lien to Abadata Computer Corporation, Inc. incorporating all equipment serviced or affected by such services or equipment rendered until all obligations to Abadata Computer Corporation, Inc. have been fulfilled.

12. Any provision hereof found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement.

IN WITNESS WHEREOF Abadata Computer Corporation, Inc. and Purchaser have cause and present this document to be duly executed this day written below.

Date: _____

Date: _____

David W. Wineman, President
Abadata Computer Corporation Inc,