

HIREtech Services Agreement

WHEREAS, HIREtech specializes in performing services in the tax and human capital management industries; and

WHEREAS, Client is interested in engaging HIREtech to provide one or more specialized services; and

WHEREAS, the parties intend for this Agreement to govern the Services (as defined below) that HIREtech provides to Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which the parties acknowledge, the parties, intending to be legally bound, agree as follows:

1. SERVICES

“Services” means the services to be performed by HIREtech as described in an order schedule (“Order Schedule”) between Client and Sage Intacct, Inc. Services may include I-9/E-Verify, Remediation of I-9 and or Remote Hiring.

2. INFORMATION & DATA

HIREtech shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that Client and its representatives provide to HIREtech. All assumptions, representations, information and data to be supplied by Client and its representatives will be complete and accurate to the best of its knowledge.

3. CONFIDENTIALITY

HIREtech and Client acknowledge that all materials and information disclosed by a party (“Disclosing Party”) to another party (“Recipient”) in connection with performance of this Agreement consist of confidential and proprietary data (“Confidential Information”). Each Recipient will hold those materials and that information in strict confidence and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process require Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, if Recipient only discloses the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient’s knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party’s disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party’s information. The rights and obligations of this section with respect to (i) confidential and proprietary data that constitutes a “trade secret” (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

4. INDEMNITY

Each party agrees to indemnify, defend and hold harmless (“Indemnify”) the other party and its affiliates, and their directors, officers and employees (each, an “Indemnified Party”), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys’, experts’ and investigators’ fees and expenses (“Claims”) brought by third parties against the Indemnified Party and arising from the indemnifying parties, or its affiliates’, directors’, officers’ or employees’ (“Indemnifying Party”) (i) breach of this Agreement, (ii) negligent or intentional, wrongful act or omission, or (iii) infringement on third party proprietary rights. Further, each party agrees to Indemnify the other from and against the Indemnifying Party’s violation of applicable law. Each party agrees to (i) promptly notify the Indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the Indemnifying Party’s obligation except to the extent it is prejudiced thereby, and (ii) allow the Indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. In no event may either party enter into any third-party agreements which would in any manner affect the rights of or bind the other party in any manner to such third party, without the prior written consent of the other party. The indemnified party may participate in such investigation, trial, defense and settlement of such claim and any appeal arising therefrom, through its attorneys or otherwise, at its own cost and expense.

5. LIMITATION OF LIABILITY

In no event shall either party be liable to the other or any third party for any indirect, incidental, special or consequential damages, however caused. In no event shall either party's aggregate liability to the other for any claims arising out of breach of this Agreement exceed the amounts paid for the Services.

6. FCRA NOTICE AND OBLIGATIONS

By accepting this Agreement Client acknowledges receipt and acceptance of the "Data Furnisher Agreement" that HIREtech has made available to Client. In the event of any employment or payroll-related error that a current or former employee of Client notifies Client or HIREtech about, Client and HIREtech agree to review and, if information is found to be incorrect, Client agrees to correct the information as required.

7. CLIENT RESPONSIBILITIES

Client shall provide HIREtech with specific information ("Data") (in an editable format such as csv, text, Excel), including but not limited to employee / employer data, payroll data and if necessary, location data. Client shall provide initial Data within 30 days of acceptance of this Agreement or such other time as HIREtech and Client agree to in writing (including by email). Additionally, on an ongoing basis, Client shall provide HIREtech with accurate and timely updates on said Data as needed for the Services.

Client acknowledges that the ability of HIREtech to provide accurate information is dependent upon accurate Data from Client. Client shall maintain its Data in an accurate, complete and current manner and will notify HIREtech in advance of any and all changes or modifications in format of the Client's computer interface and/or the Data.

8. NOTICES

Any required or permitted notices and all other communications under this Agreement shall be in writing and shall be deemed to be received when personally delivered or mailed by United States registered mail, return receipt requested, postage prepaid, or via an overnight courier service addressed as follows:

If to HIREtech: Attn: Legal HIREtech
 200 Westlake Park Blvd 501
 Houston, TX 77079

If to Client: At the address set forth in the most recent Order Schedule

9. GOVERNING LAW & SEVERABILITY

These terms, and the engagement letter to which these terms are appended, including the exhibits, shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to the choice of law principles thereof). Furthermore, the parties agree that any action brought by either party shall be brought and prosecuted within the jurisdiction of the state courts located in Harris County, Texas, and the party's consent to the jurisdiction of the state courts located in Harris County, Texas. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

10. FORCE MAJEURE

HIREtech or Client shall not be responsible for any failure or delay in the performance of any obligations if failure is caused by acts of God, acts of terror, flood or fire.

11. ENTIRE AGREEMENT

This Agreement, and any exhibits attached hereto constitute the final, entire, and exclusive agreement between the parties with respect to the subject matter contained herein and therein. There are no representations, warranties, understandings or agreements among the parties with respect to the subject matter contained herein which are not fully expressed in the Agreement, and any exhibits attached hereto. This Agreement, and any exhibits attached hereto supersede all prior agreements and understandings between the parties with respect to such subject matter.