

## **Terms and Conditions**

### **Sound Technical Solutions**

**Effective Date:** 3/1/2026

These Terms and Conditions (“Terms”) govern the provision of professional IT consulting, services, support, and staff augmentation by **Sound Technical Solutions** (“Company,” “we,” “us,” or “our”) to its clients (“Client,” “you,” or “your”). By engaging our services, signing a service agreement, statement of work (“SOW”), or otherwise using our services, you agree to be bound by these Terms.

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## **1. Services**

Sound Technical Solutions provides professional information technology services, including but not limited to:

- IT consulting and advisory services
- Managed IT services and technical support
- Network, systems, and infrastructure services
- Cybersecurity-related support (non-guaranteed)
- Staff augmentation and contract-based IT personnel

Specific services, deliverables, timelines, and fees will be defined in a separate written agreement, SOW, proposal, or contract.

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## **2. Staff Augmentation Services**

### **2.1 Nature of Engagement**

Personnel assigned through staff augmentation remain employees or contractors of Sound Technical Solutions unless otherwise specified in writing.

### **2.2 Client Supervision**

Client may provide day-to-day task direction but shall not control employment terms, compensation, or benefits.

### **2.3 No Guarantee of Conversion**

Any conversion of assigned personnel to permanent employment requires prior written approval and may be subject to placement or conversion fees.

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### **3. Client Responsibilities**

You agree to:

- Provide accurate and complete information necessary for service delivery
- Ensure safe, legal, and compliant access to systems and facilities
- Maintain appropriate licenses, permissions, and backups
- Designate an authorized point of contact

Failure to do so may delay services or affect outcomes.

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### **4. Fees and Payment**

#### **4.1 Fees**

Fees are outlined in the applicable agreement or invoice.

#### **4.2 Payment Terms**

Unless otherwise stated, invoices are due within **agreed terms or default of ( 30 )** days.

#### **4.3 Late Payments**

Late payments may result in service suspension and may be subject to interest up to the maximum rate allowed by law.

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### **5. Intellectual Property**

#### **5.1 Pre-Existing IP**

Each party retains ownership of its pre-existing intellectual property.

#### **5.2 Work Product**

Unless otherwise specified in writing, upon full payment, Client receives a non-exclusive, non-transferable right to use deliverables created specifically for the Client.

#### **5.3 Tools and Methodologies**

Sound Technical Solutions retains ownership of all tools, scripts, frameworks, templates, and methodologies used or developed during service delivery.

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### **6. Confidentiality**

Each party agrees to keep confidential any non-public, proprietary, or confidential information received from the other party and to use such information solely for purposes of fulfilling the agreement.

Confidentiality obligations survive termination of services.

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## **7. Data Protection**

Client remains responsible for maintaining backups and complies with all applicable data protection and privacy laws. Sound Technical Solutions does not guarantee data security or recovery unless explicitly stated in writing.

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## **8. Warranties and Disclaimers**

- Services are provided on a **commercially reasonable efforts** basis
- No guarantee is made that services will be error-free or uninterrupted
- No assurances are made regarding specific business, financial, or security outcomes

**ALL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”**

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## **9. Limitation of Liability**

To the maximum extent permitted by law:

- Sound Technical Solutions shall not be liable for indirect, incidental, special, consequential, or punitive damages
  - Total liability shall not exceed the total fees paid by the Client in the **three (3) months** preceding the claim
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## **10. Indemnification**

Client agrees to indemnify and hold harmless Sound Technical Solutions from claims, damages, or liabilities arising from:

- Client’s misuse of services

- Client-provided data or systems
  - Violations of law or third-party rights
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## **11. Termination**

Either party may terminate services:

- As provided in the applicable agreement or SOW
- Immediately for material breach not cured within **[X] days**

Upon termination, Client remains responsible for outstanding fees.

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## **12. Non-Solicitation**

During the term of services and for **[6-12] months** thereafter, Client agrees not to solicit or hire Sound Technical Solutions personnel without written consent.

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## **13. Force Majeure**

Neither party shall be liable for delays or failure to perform due to events beyond reasonable control, including natural disasters, labor disputes, cyber incidents, or government actions.

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## **14. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the **State of Washington**, without regard to conflict-of-law principles.

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## **15. Dispute Resolution**

Any disputes shall be resolved through:

- Good faith negotiations
- If unresolved, **binding arbitration or courts located in Washington**, as specified in the governing agreement

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## **16. Amendments**

Sound Technical Solutions may update these Terms from time to time. Continued use of services constitutes acceptance of updated Terms.

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## **17. Entire Agreement**


These Terms, together with any applicable agreement or SOW, constitute the entire agreement between the parties and supersede all prior discussions.


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## **18. Contact Information**

### **Sound Technical Solutions**

 Location: Tacoma, Washington

 Email: [services@soundtechnicalsolutions.com](mailto:services@soundtechnicalsolutions.com)

 Phone: 253-221-1264