

Client Service Agreement



1. **PARTIES.** _____ (“Client”) engages **Afinety, Inc.** (“Afinety”) as an independent contractor of Client to provide computer system & software service, support and/or monitoring per this Client Service Agreement (“Agreement”). Afinety agrees to perform service per a scope of work authorized by the Client.
2. **TERM.** This Agreement is effective from **Date:** _____ and remains in effect until terminated (“Term”).
3. **AUTHORIZED INDIVIDUALS.** Service can only be requested by the following individuals: **Contacts:** _____. Afinety will select the most qualified engineer to perform the services under this Agreement. Client shall have the right to reasonably reject or request a change of the Afinety engineer selected to perform the services under this Agreement.
4. **SERVICE RATES – Regular.** Client will pay Afinety **\$155** per hour for computer service & support work during Standard Business Hours (8:00 am PST to 6:00 pm PST, Monday to Friday, not including Federal holidays). Client will pay Afinety **\$155** per hour for scheduled work completed during Non-Standard Business Hours. On-site service visits are invoiced in 6-minute increments, minimum 2-hours. Remote telephone service calls and Monitoring repair service are invoiced in 6-minute increments. One-way travel charges only apply to visits outside of Los Angeles, Orange, and San Diego Counties.
5. **SERVICE RATES – Emergency.** Client will pay Afinety **\$225** per hour for unscheduled emergency services during Non-Standard Business Hours. By calling 310-339-6056, an on call engineer will be paged, and will return the call within ninety minutes of notification. On-site emergency service visits are invoiced in 1-hour increments, minimum 2 hours.
6. **PARKING –** Client agrees to pay for all travel and travel related expenses incurred to complete the work requested. If parking is not validated it will be billed directly to client.
7. **SERVICE AND MONITORING OPTIONS.** Client selects the following proactive and remote service options:
 - a. **Weekday Monitoring:** @ **\$100** monthly, per site.
 - i. Client agrees to pre-authorize up to **2 hours** of service to correct any issues found during monitoring.
 - b. **Windows Server Update Service:** @ **\$100** monthly for the 1st server and **\$50** for each additional server.
 - c. **Anti-Spam/Virus screen:** @ **\$2.50** per mailbox, per month. (minimum of \$25 per month). By checking this box, you agree to the Postini Client Service Level Agreement available on the Afinety web site: www.afinety.com/pages/shop.htm
 - d. **Remote Support:** @ **\$25** monthly, per site.
8. **WARRANTY.** Afinety warrants that all services will be performed in a professional and workmanlike manner. Afinety will perform under Client’s direction in accordance with Client’s general and reasonable standards and practices. Afinety provides a warranty of good workmanship with regards to all services provided under this Agreement. This warranty shall be the only warranty made by Afinety and is in lieu of all other warranties expressed or implied.
9. **LIMITATION OF LIABILITY.** If any work performed by Afinety results in damage to Client’s systems or equipment, Afinety’s liability will be limited to repair or replacement (at Afinety’s option) of the damaged systems or equipment. Afinety shall not be liable for any indirect, special or consequential damages arising out of this Agreement. No obligations or liability shall arise out of Afinety’s rendering of technical or other advice in connection with services rendered hereunder. Afinety strongly recommends that Client backup all data before making any changes to equipment or systems, which might affect such data. Server backups are the sole responsibility of the Client. Client understands that there are many factors beyond the control of Afinety, which can cause loss of data, and Afinety is not responsible for any loss of data. Each party will indemnify and hold the other party harmless from all damages, expenses (including attorney’s fees) and other costs or liabilities resulting from such liability.
10. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding and inure to the benefit of Afinety and its successors and assigns and binding upon Client and its successors and assigns. This Agreement may not be modified except by in writing and signed by both parties.
11. **TERMINATION.** Either party may terminate this Agreement at any time and for any reason by providing 30 days written notice. If Client cancels Agreement, prepaid retainer funds will remain on account until fully utilized or for a maximum of one year at which time they will be forfeited. If Afinety cancels this Agreement, Client’s credit balance will be returned.
12. **CONFIDENTIALITY.** Afinety agrees to consider all matters relating to Clients business as confidential. Additionally, Client agrees to hold all matters relating to Afinety’s business as confidential.
13. **DISPUTES.** Any disputes between the parties less than \$5,000 shall be settled in small claims court in Los Angeles County. Any disputes in excess of \$5,000 shall be settled by a mutually agreeable dispute resolution provider, in Los Angeles, through their established procedures.
14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work was performed. Client agrees to be subject to the jurisdiction of Federal Courts or said state courts.
15. **PAYMENT TERMS.** Disputed Invoices must be reported within 30 days of Invoice Date. Outstanding Invoices older than 30 days shall accrue interest at 12% annualized. Stoppage in service to the Client may occur for invoices over 45 days old. Client will be responsible for all third party costs incurred by Afinety to collect overdue invoices.
16. **NON SOLICITATION.** It is agreed that for a period including the Term of this Agreement and for one year thereafter, that Client and Afinety mutually agree that no employee or representative will solicit employment of the others employees. It is further agreed that if either firm does hire an employee or representative of the other, a fee of \$50,000 will be due to the injured party.

Client

Firm Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Authorized Signature: _____
Title: _____

Afinety

Firm Name: Afinety, Inc.
Address: 1956 Cotner Avenue
City, State, Zip: Los Angeles, CA 90025
Telephone: 310-996-2700
Authorized Signature: _____
Title: Vice President of Operations