

**Client Service Agreement  
Addendum A**



1. **AGREEMENT.** This agreement is an addendum to a current valid Afinety Customer Service Agreement.
2. **PARTIES.** \_\_\_\_\_ (“Client”) engages **Afinety, Inc.** (“Afinety”) as an independent contractor of Client to provide computer system & software service, support and/or monitoring, and/or critical update services, per this Addendum to your Afinety Client Service Agreement . Afinety agrees to perform service per a scope of work authorized by the Client.
3. **TERM.** This Agreement is effective from the date signed and will co-terminate when your Client Service Agreement.
4. **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)
  - d. **Remote Support:**  @ **\$25** monthly, per site.
5. **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.
6. **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.
7. **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.
8. **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.

**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