



## ACCOUNT INFORMATION

Please complete and remit to Infinet Systems, 2493 Industrial Pkwy West, Hayward, CA 94545, or fax to 510-887-6800.

For Office Use Only:  New Account  Update  C.O.D.  Net 10  Net 30  Credit Line \$ \_\_\_\_\_

### ACCOUNT INFORMATION

Name of Business \_\_\_\_\_ Year Established \_\_\_\_\_

Address \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

Web Address (if any) \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Dun & Brad No. (if any) \_\_\_\_\_ Number of Employees \_\_\_\_\_ Number of Locations \_\_\_\_\_

Type of Ownership:  Sole Proprietor  Partnership  Corporation, State of \_\_\_\_\_  Other \_\_\_\_\_

Name and Title of Principal Owner(s) or Officer(s):

1. \_\_\_\_\_ 2. \_\_\_\_\_

Primary Contact / Title \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Please fill out below section if you would like to obtain net terms.

### BANK REFERENCES

Name of Bank \_\_\_\_\_ Account No. \_\_\_\_\_ Type \_\_\_\_\_

Address/Branch \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Name of Bank \_\_\_\_\_ Account No. \_\_\_\_\_ Type \_\_\_\_\_

Address/Branch \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

### TRADE REFERENCES

Company \_\_\_\_\_ Account No. \_\_\_\_\_ Terms/Credit \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Account No. \_\_\_\_\_ Terms/Credit \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Client hereby states the information in the above to be true and correct and is submitted to Infinet Systems to obtain trade credit. Client agrees to make payment in full within agreed terms to Infinet Systems for all products and services. Client is responsible to pay all reasonable attorney fees & costs that might be incurred in collecting the account balance owed Infinet Systems.

I hereby authorized the release of credit and banking information to Infinet Systems for the above listed references.

Authorized Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Date \_\_\_\_\_

## SERVICE AGREEMENT

This agreement sets forth the terms and conditions whereby Infinet Systems, a division of The Leware Group Inc., a California Corporation, having its principle place of business at 2493 Industrial Parkway West, Hayward, CA 94545-5007 (hereinafter referred as "Infinet Systems") will provide technical services for its client who sign this agreement (hereinafter referred to as "Client").

### 1. Scope of Service

Infinet Systems agrees to perform technical services for Client as specified in each Service Order. Such services shall include, but not be limited to system analysis and design; hardware, software and network installation, support, system administration and troubleshooting; provide consultation, recommendations, research, programming, and documentation.

### 2. Work Hours

Our "normal working hours" are defined as Monday through Friday 9:00am to 5:00pm, excluding holidays (New Year, Presidents, Memorial, Independence, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day or as notified during the request for service). Work performed outside of the normal working hours will be billed at the after-hour rate.

### 3. Response Time

Infinet Systems will schedule service appointment per Client's request and to the earliest time available. Infinet Systems guarantee a four to six-hour response time for Block-of-Hour Contract, Hardware Maintenance Contract, Network Maintenance Contract, or Weekly Service Contract. Priority calls (response within six hours) and Emergency calls (response within two hours) are available for an additional charge.

### 4. Charges

Infinet Systems shall submit invoices to Client upon completion of Service Orders. On-going contracted services shall be billed weekly, semi-monthly or monthly. Each invoice will indicate a breakdown of charges and services in reference to each Service Order.

- (a) **Technical Services:** Client agrees to pay Infinet Systems for service provided at the billable hourly service rate (see Current Service Rates Schedule), unless a discounted rate or a fixed project fee is specified. Service performed by special-skilled consultant may be billed at the individual consultant hourly rate. Estimates quoted to client are based on a normal condition; unexpected circumstances which arise including, but not limited to, computer viruses, compressed hard drives, faulty hardware or software incompatibilities, client's lack of required software drivers, specification changes, or other circumstances beyond our control are not calculated into such estimates. Minimum charge for on-site scheduled service shall be one hour. For on-site work location that is beyond 50 miles, minimum charge shall be two hours.
- (b) **Telephone and Remote Support:** Telephone-based or remote technical support calls lasting more than 5 minutes per incident will be billed to the client in 15-minute increments at the regular hourly fee. A per case fee may be charged for certain Manufacturer's Technical Support.
- (c) **Travel within local service area:** Travel charge will be waived for clients who are within 5-mile distance of our main office. Travel time is billed one way at \$70 per hour. Base charge for travel shall be half hour.
- (d) **Travel beyond local service area:** Client shall reimburse Infinet Systems for all reasonable travel, lodging, and other expenses in connection with services furnished under this agreement outside of 50 miles from the assigned on-site work location. Such expenses must be authorized by Client. If land or air travel is required, all time required to reach assigned arriving and departing destination is considered time worked and will be considered billable hours.
- (e) **Additional Charges:** After-hours rates are one and one-half times normal. With prior notification to Client, Priority call will be billed additionally 25%; Emergency call will be additionally 50%.
- (f) **Taxes:** All hardware and software are taxable items; all service charges are exclusive of applicable federal, state and local taxes. Client will reimburse Infinet Systems for any sales tax, use tax, or any similar fee levied on services provided hereunder by Infinet Systems.

### 5. Payment Terms

Client agrees to pay all invoices issued from Infinet Systems within ten days from receipt of invoice, unless other payment arrangement has been made between Client and Infinet Systems. Payment may be made by company check, cash or major credit cards. Billing discrepancy must be reported to Infinet Systems within seven days from date of invoice. A 1.5% per month late charge will be posted on invoice(s) that are past due for 30 days. A monthly statement of account will be submitted via fax only to past due accounts. Additionally, Client agrees to pay a \$50.00 fee for any checks not honored by Client's financial institution, and to pay all reasonable attorney fees and costs that might be incurred in collecting the account balance owed Infinet Systems.

Client acknowledges that purchase of certain hardware, software, or any other form of merchandise may require C.O.D. or payment in full before Infinet Systems will process Client's order. Order exceeds \$500 may require 50% deposit upon approval. Because most hardware and software are specially ordered, order cancellation and return of merchandise ordered may be subject to a 15% restocking fee. Opened merchandises are non-returnable; returns will be accepted only with Return Merchandise Authorization from Infinet Systems.

**6. Warranties**

All hardware and software product sold as new items to client are covered by manufacturer's warranties. Infinet Systems will process warranty repairs or replacements to manufacturers free of charge during the first year of purchase; after that, a \$45 processing fee will be charged to client to cover the shipping and administration cost. Related onsite service will be billed at our normal hourly rate. All equipment sold as used is sold on an as-is basis with no warranty of any kind, unless otherwise specified. Under no circumstance do we warranty support for third-party software of any kind, including any operating system or other software.

**7. Confidential Information**

Confidential information shall mean all information disclosed to [Infinet Systems](#), and by its agents, employees and contractors by the Client which relates to the Client's past, present, and future research, development and business activities, and results from [Infinet Systems](#) work under this agreement, except such information as is previously known to [Infinet Systems](#) or is publicly disclosed either prior or subsequent to the Clients disclosures of such information to [Infinet Systems](#). [Infinet Systems](#) shall hold all such information in trust and confidence for the Client and, except as may be authorized by the Client in writing, shall limit access to Confidential information to [Infinet Systems](#) employees assigned hereunder and [Infinet Systems](#) related supervisory personnel, and shall neither use nor copy, nor remove any Confidential information, except at the direction of the Client to the extent necessary for performance of the services hereunder. The confidentiality obligation under this section shall survive the termination of this Agreement.

**8. Limitation of Liability**

Infinet Systems warrants to Client that the material, analysis, data programs and services to be delivered or rendered hereunder, will be of the kind and will be performed by qualified designated personnel. Infinet Systems will not under any circumstances be liable for any loss of use of equipment or for consequential or incidental damages, expense or costs including without limitation to loss of profits, revenue, losses related to a business interruption, damage to reputation, or loss of business data, back-up data or use by client or any third party, regardless of whether a claim or action is written in contract or tort; as well as damages resulting from any cause whatsoever, including but not limited to, acts of god, war, riots, or any reasons beyond its control.

**9. Forfeit of Workmen Compensation**

Client will not be held responsible for providing employees or associates of Infinet Systems with Workmen Compensation insurance.

**10. Recruitment**

Client may not hire, contract, or subcontract any person that is currently an employee or associate of Infinet Systems for a period of 2 years from the conclusion of this contract, unless agree by Infinet Systems.

**11. Disputes**

Any disputes that arise between the parties with respect to the performance of this agreement shall be submitted to binding arbitration by the American Arbitration Association to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

**12. Sole Agreement**

This agreement shall supersede all prior agreements and understandings between the parties respecting the subject matter hereof. This agreement may be modified at any time by an instrument in writing signed by authorized representatives of both parties hereto. The term of this Agreement shall be in effect as long as any Service Orders are still in effect.

In witness whereof, the undersigned, by their authorized representatives, have hereunto set their signatures.

<b>INFINET SYSTEMS – Computer IT Service Division</b> 2493 Industrial Pkwy West, Hayward, CA 94545-5007	Client:
Signature:	Signature:
Title:	Title:
Date:	Date: