



MOTIONBORG, INC.
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MOTIONBORG, Inc. – COMPUTER SUPPORT SERVICES ON-DEMAND LETTER OF ENGAGEMENT

This Letter of Engagement does not obligate you to use the services of MOTIONBORG or MOTIONBORG.COM. It serves only to confirm an understanding of the terms and objectives of your use of the computer consulting services of MOTIONBORG, and the nature and limitations of the services that may be provided.

- The employees and technicians employed by MOTIONBORG will be available for consultation on computer systems, procedures, implementation, software training, research, enhancements and any other matters which you deem necessary and appropriate. We will work on your behalf, helping to increase the productive use of your computers.
- _____ has been assigned as your primary IT Consultant. In the event your primary Consultant is unable to respond in a timely manner, another authorized IT Consultant of MOTIONBORG may help you. However, if you prefer, you can request that your primary Analyst assist you when he or she is available.
- All work is invoiced based on man-hour charges, plus out-of-pocket expenses, unless otherwise noted. Our current fee schedule appears bellow under "FEE SCHEDULE SECTION"
- **Payment, by credit card or cash, is due at the completion of your job.** If you will be paying by credit card fill in the credit card authorization form located on page 3 of this document. If you have established credit, you will be billed monthly, at the end of the project, or as charges are incurred, as deemed appropriate by MOTIONBORG. **Payment is due upon receipt of your invoice or statement.** Any amount which remains unpaid after thirty (30) days from the billing date will be subject to a finance charge of one and one-half percent (1½ %) per month. MOTIONBORG aggressively pursues delinquent account balances, and will turn all such accounts over to our attorney for collection. Legal fees and all applicable penalties will be added to your balance. Liens may be filed against your business or property.
- It is understood that the professional services rendered by MOTIONBORG are its "Best Efforts" and are dependent upon information received from you, your employees or representatives, and from other resources not directly related to MOTIONBORG (i.e., hardware and software vendors). Computers that have been highly customized or built from scratch by end users can pose special problems, and troubleshooting such units often depends on accurate information from the end user and having proper documentation. With the ever-increasing complexity of hardware and software, incompatibilities and other unpredictable interactions are possible. MOTIONBORG accepts no responsibility for such irregularities, but will at all times keep you apprised of any such matters that come to our attention.
- It is understood that occasionally a computer that was experiencing a problem prior to a tech's arrival may not display that same problem when the analyst is there to work on the system. We will do our best effort to check what we feel could be the cause of the problem; however unless we can duplicate the error at the time of service, we cannot guarantee that the problem will be resolved without further service efforts.
- MOTIONBORG can only accept responsibility for work done on your systems for a reasonable period of time. It is your obligation to test the system's full functionality immediately after the work is done. Subsequent use of the system can introduce changes that may affect the computer's operation.
- MOTIONBORG cannot be held responsible if additional software is installed, configuration settings are changed, or friends or other computer professionals "work" on the system. Computer operations can also be affected by power fluctuations, incompatibilities, and even end-user actions.
- MOTIONBORG expects to be notified immediately if there is any problem with our services, and will do everything possible to "make it right" (at no additional charge!). In the event of a billing dispute, you are obligated to contact MOTIONBORG in writing within 30 days of the billing. If you do not, the work done and subsequent billing will be considered as "accepted", and all charges will stand as invoiced. A dispute with a portion of the bill does not affect the rest of the bill. All undisputed portions must be paid immediately.
- You are expected and encouraged to perform regular backups of your hard disks and provide adequate power protection for your equipment. While working on your system, MOTIONBORG technicians will exercise all reasonable precautions to protect your data. But, in the event of a loss of data, your most recent backup will be restored. MOTIONBORG is not responsible for any loss of data or time that may occur. If you do not have a recent backup, please request that your MOTIONBORG technician perform a backup of your storage media prior to commencing any service.
- Certain software may be necessary to work on your computer. This includes system or application disks that came with the system, or may have been added later. All software disks that come with new computers or added afterwards by MOTIONBORG will be given to you. You must save this software! If you cannot find your original disks, MOTIONBORG technicians will attempt to help you find them or find replacements, but the delays are not the responsibility of MOTIONBORG, and may add to the cost of your work.
- Computer Viruses are a real, but infrequent, threat. MOTIONBORG continuously checks all of our disks and machines for viruses, to maintain a virus-free environment. Your technician can offer advice on virus detection and prevention.
- You acknowledge that state and federal laws govern the use and distribution of software. MOTIONBORG adheres to these laws, and is not responsible for your compliance with these laws. In the event of any actions arising in connection with these laws, MOTIONBORG will be held harmless for, from and against any and all claims, losses, judgments or other actions.

FEE SCHEDULE

Service	Rate	Minimums
Normal, scheduled, On-Site Consultations, support and service for PCs	\$95 /hour	1.5 hour minimum*
Emergency Response*	\$15 per hour additional	1.5 hour minimum*
Carry-In Service or Consultation at MOTIONBORG Offices	\$15 per hour discount	½ hour minimum
Telephone Support	Only Available for Service Plus Accounts. Call one of our representatives to find out more.	
Remote Access Support (dial-in, Internet, PC Anywhere, Remote Desktop, WinVNC)		
Research, Proposals, Project Management and Reports	\$75 per hour	½ hour minimum
Projects, Events, or Group Training	As Arranged	
ON-SITE TRIP CHARGE 2 hours or less = full trip charge Between 2-4 hours = half trip charge 4 hours or more = NO Trip charge	\$25*	
*special allowances for regular customers and situations		

* Emergency Response rates will be charged when the client requests immediate priority response. Our response time for emergencies will be within 4 hours, but it is usually much less. Normal Service is based on scheduled appointments. If a client calls to schedule an appointment, and we are able to send someone out immediately, you **will not** be charged the emergency rate. Rates are subject to change, but MOTIONBORG generally gives 2 months written notice prior to any changes.

Customer Information

Company:	EIN:	Name:
Phone Number:		Fax Number:
Address:	Zip Code:	E-mail Address:
City:	State: FL Country: USA	Web:

Application for Credit

If you are not applying for credit leave SSN, Bank Information & Credit reference form fields blank

Yrs in Business:	Type of Business:	Incorporated?:
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	Name	Address	SSN
Principal#1:			- -
Principal #2:			- -
Principal #3:			- -

Bank #1:	Credit Reference #1:
Bank #2:	Credit Reference #2:
Bank #3:	Credit Reference #3:

I/we warrant that the information shown above to be true. I/we authorize MOTIONBORG to investigate the references, statements, or other data obtained herein, as it relates to my/our credit and financial responsibility. The person signing below accepts ultimate financial responsibility for charges incurred by this company or individual.

ACCEPTED AND APPROVED

ACCEPTED AND APPROVED:	MOTIONBORG:
_____	Michello Borgo – IT Consultant
Printed Name and Title	Printed Name and Title
_____	_____
Signature	Signature
_____	_____
Date	Date

