

	MOTIONBORG, INC. 1851 NW 125th Avenue Suite: 346 Pembroke Pines, FL 33028-2596 U.S.A. E-mail solutions@motionborg.com TEL: (954) 441-1049 FAX: (954) 441-0675	<b>COMPUTER SUPPORT SERVICE PLUS ORDER FORM</b>
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**Customer Information:**

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

**Account**

Type	Per Month	Setup Fee	Includes
<input type="checkbox"/> Service Plus 1 to 4 PC's	\$160	\$150	2 H/R of Problem Reporting/Phone Support per month
<input type="checkbox"/> Service Plus 5 to 8 PC's	\$320	\$150	4 H/R of Problem Reporting/Phone Support per month
<input type="checkbox"/> Service Plus 9 to 12 PC's	\$480	\$150	6 H/R of Problem Reporting/Phone Support per month
<input type="checkbox"/> Service Plus 13 to 16 PC's	\$640	\$150	8 H/R of Problem Reporting/Phone Support per month
<input type="checkbox"/> Service Plus 17 to 20 PC's	\$800	\$150	10 H/R of Problem Reporting/Phone Support per month
<input type="checkbox"/> Service Plus ___ to ___ PC's	\$	\$	___ H/R of Problem Reporting/Phone Support per month

<b>Effective Date:</b>	<b>Total Setup Fee + First Month:</b> \$	<b>Payment due each month:</b> \$
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All payments will be automatically deducted from the credit card provided on the "Credit Card Authorization Form" at the beginning of each month. **We MUST have receive your payment by the first of each month for "Service Plus" rates to be applicable for the current month.** Please read our **COMPUTER SUPPORT SERVICE PLUS TERMS & CONDITIONS** for more information

**Note:**

**Service Plus Account:** Phone Support Hours do not roll-over to the next month if not used within the applicable month. For additional services or hourly fees not included under your plan please refer to the **COMPUTER SUPPORT SERVICE PLUS RATES** chart on page two of this document. Your setup fee entitles you to a free Network assessment for as many computers as your plan specifies at one location (\$50 for each additional computer). You may cancel your account at any time with at least 30 days prior notice. On-site support is billed on half hour blocks after the first hour. Scheduled service call cancellations must be 24 hours in advance to avoid \$50 cancellation fee.



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## COMPUTER SUPPORT SERVICE PLUS RATES

Service	Rate	Minimums
Normal, scheduled, On-Site Consultations, support and service for PCs	\$75 /hour	1 hour minimum*
Emergency Response*	\$15 per hour additional	1 hour minimum*
Carry-In Service or Consultation at MOTIONBORG Offices	\$15 per hour discount	½ hour minimum
Telephone Support	\$80 /hours	15 minute increments
Remote Access Support (dial-in, Internet, PC Anywhere, Remote Desktop, WinVNC)	\$75 /hour	15 minute increments
Research, Proposals, Project Management and Reports	\$70 per hour	½ hour minimum
Projects, Events, or Group Training	As Arranged	
<b>ON-SITE TRIP CHARGE</b> 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		

**Note:** Emergency Response rates will be charged when the client requests immediate priority response. Our response time for emergencies will be within 3-4 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.



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## COMPUTER SUPPORT SERVICE PLUS TERMS & CONDITIONS

**1. SERVICE DESCRIPTION.** MOTIONBORG, Inc. will provide the service selected in accordance with the Computer Support Services Account

**2. PERFORMANCE OF SERVICES.** The manner in which the services are to be performed and the specific hours to be worked by MOTIONBORG, Inc. shall be determined by MOTIONBORG, Inc.. The Customer will rely on MOTIONBORG, Inc. to work as many hours as may be reasonably necessary to fulfill MOTIONBORG, Inc.'s obligations under this Agreement.

- 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.
- **Michello Borgo** 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.
- 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.



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**COMPUTER SUPPORT SERVICE PLUS  
 TERMS & CONDITIONS**  
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**3. PAYMENT.** Work performed will be invoiced based on account type and service required. If no prior agreement has been made payment will be invoiced daily to the customer at the current account rate. Account fees will be charged according to the current monthly rate if applicable. The current general account rate may be found on MOTIONBORG's "Computer Account Services Order Form"

- 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 6 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.

**4. TERM/TERMINATION.** The term of this Agreement will commence on the effective date and will continue for the time specified. This agreement will renew thereafter automatically on the same terms and conditions for additional successive periods of time unless either party gives the other party written notice of its intention not to renew, at least 30 days prior to the end of the contract. All rights and obligations herein that have become absolute before expiration or termination of this Agreement or are of a continuing nature will survive any expiration or termination of the Agreement for any reason.

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that MOTIONBORG, Inc. is an independent contractor with respect to the Customer, and not an employee of the Customer. The Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of MOTIONBORG, Inc..

You shall not solicit employment or employ any employee of MOTIONBORG, Inc. or our affiliates during the term of this AGREEMENT and for two (2) years following the termination of this AGREEMENT.

**6. EMPLOYEES.** MOTIONBORG, Inc.'s employees, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this Agreement.

**7. ASSIGNMENT.** MOTIONBORG, Inc.'s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer.

**8. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**IF for the Customer**

Same as above: **CUSTOMER INFORMATION**

**IF for MOTIONBORG, Inc.:**

MOTIONBORG, Inc.  
 1851 NW 125<sup>th</sup> Ave. Suite: 346  
 Pembroke Pines, FL 33028

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**10. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**11. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**12. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**13. LIMITATION OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT MOTIONBORG, INC. OR ITS EMPLOYEES, AGENTS, SUPPLIERS, OR CONTRACTORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MOTIONBORG, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES)

**14. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida.

Please sign, fax and/or mail this Computer Support Services Terms & Conditions including the order form and credit card authorization form to:  
**MOTIONBORG, Inc. 1851 NW 125<sup>th</sup> Ave. Suite: 310 - Pembroke Pines, FL 33028**  
**Fax: 954.441.0675**

Customer	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	
<b>Signature:</b>	



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**COMPUTER SUPPORT SERVICE PLUS  
 APPLICATION FOR CREDIT**

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 financially responsibility for charges incurred by this company or individual.

**ACCEPTED AND APPROVED**

<b>CLIENT ACCEPTED AND APPROVED:</b>	<b>MOTIONBORG:</b>
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Signature	Signature
_____	_____
Date	Date



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**COMPUTER SUPPORT SERVICES  
 CREDIT CARD AUTHORIZATION FORM**

I, \_\_\_\_\_, hereby authorize MOTIONBORG, INC, to charge my credit card account for the specified amount under the ” **COMPUTER SUPPORT SERVICE PLUS ORDER FORM**” form.

VISA     MasterCard     American Express     Discover

Name on Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_    CVC code: \_\_\_\_\_

**Credit Card Billing Address:**

Street: \_\_\_\_\_

City: \_\_\_\_\_    State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ - \_\_\_\_\_    Country: (if not US) \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ - \_\_\_\_\_

As the credit card holder, I hereby authorize receipt of goods & services at the shipping address above.

\_\_\_\_\_  
 Cardholder's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
 Date

As the credit card holder, I also authorize MOTIONBORG, INC. to charge my credit card for future purchases verbally approved by me.

Authorization Valid Until: \_\_\_\_/\_\_\_\_/\_\_\_\_    Initials Here: \_\_\_\_\_

Your completion of this authorization form helps us to protect you, our valued customer, from credit card fraud. MOTIONBORG, Inc. will keep all information entered on this form strictly confidential. Please sign and fax this form to (954) 441-0675. You may cancel the **COMPUTER SUPPORT SERVICES PLUS ACCOUNT** at any time by calling our office at: (954) 441-1049.