



Ward/Davis Information Technologies Service Agreement

Terms and Conditions

We are pleased to offer expert, honest and efficient computer services for your business. By accepting the products, services and support described by your invoice from us, you agree to be bound by and accept the terms and conditions provided by this service agreement. This agreement is between you and Ward/Davis Associates, Inc., a California corporation.

Billing

Off-Site and On-Site Service is recorded by the minute in minimum 15-minute increments.

Off-site billing starts with service requests from Instant Messenger or by Phone. Time is charged while service is being performed using Chat, or other Client Host software.

Time charges are tallied and sent on the last day of each month. If 'End of the Month' cumulative total does not equal or exceed one hour of time, the minutes roll over into next months bill and no current bill is sent.

Payment terms are net 30 days.

Hardware purchases are billed the next working day and may contain the current On-Site labor costs. Payment terms are net 30 days.

All hardware and Software Warranties and License Materials are transferred to End User upon payment.

Your invoice may be paid with Mastercard, VISA or check within agreed upon terms. Overdue invoices will be charged a late fee of 1.5% per month.

Hardware

Off the Shelf Computers: Sony, E-machine and Apple Products can be purchased through Ward/Davis Information Technologies (WDIT).

Custom WDIT Computers: Warranties for WDIT Machines are valid for only the components themselves. A full list of warranties and components will be supplied with quote. Warranties are limited as stated below.

Dell computers must be purchased by the End User directly. Call for recommended models.

All other related hardware can be purchased through WDIT.

Confidentiality

Maintaining the confidentiality of your computerized records is important. Ward/Davis Information Technologies (WDIT) personnel will not copy, reproduce, remove, alter, delete, modify, edit or disclose your confidential information in whole or in part. WDIT will treat all of your records, data and information in a strictly confidential manner.



Warranties

All new product warranties will pass from the manufacturer to you. WDIT makes no representation or warranty of any kind whether express, implied, statutory or otherwise under this agreement and expressly disclaims all implied warranties of merchantability, non-infringement and fitness for a particular purpose to the extent permitted by law. WDIT does not warrant that the products or services will be error-free or that use of your computer(s) will be uninterrupted.

In no event will WDIT be liable for any indirect, incidental, special or consequential damages, including but not limited to lost profits or anticipated benefits, resulting from defect or error provided in the products or WDIT services. WDIT's total liability arising out of this agreement, including any defense or indemnification for any losses, claims, damages, costs or expenses will not exceed the total amounts paid to WDIT under this agreement during the 3-month period preceding the date WDIT is advised of the possibility of such damages.

Attorneys Fees

In the event of suit to enforce the terms of this agreement, the prevailing party shall be entitled to collect from the other party all court costs and attorney's fees.

Arbitration

Any controversy or claim arising out of or relating to this agreement, or the making, performance or interpretation thereof, shall be settled by arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. The prevailing party shall be awarded its attorney's fees and costs of arbitration.

Controlling Law

This agreement shall be governed by the laws of the State of California.

Contact Name:

Company Name:

Billing Address:

Phone:

Signed:

Date