

General Contract for Computer Maintenance Service

Provided to:

Service Provided by:

IV COMPUTER
664 El Camino Real Tustin, CA 92780
714-669-7709, 7703 Fax
thomas@ivcomputer.com
www.ivcomputer.com

Service Contracts

Service Plans	Total Hrs	Monthly Charge
2009A	2	270
2009B	3	360
2009C	4	480
2009D	5	600
2009E	6	720
2009F	7	840
2009G	8	960
2009H	9	1080
2009I	10	1200
2009J	11	1320
2009K	12	1440
2009L	13	1560
2009M	14	1680
2009N	15	1800
2009O	16	1920

CONTRACT TO SERVICE

	Client Information:	Service Provider:
Company:		IV Computer Inc.
Name, Title:		Thomas Lee, President
Address:		664 El Camino Real
City, State, Zip:		Tustin, CA 92780
Contract length:		
Effective as of:		
Service plan:		
Payment:	The monthly payment will be made to IV Computer.	
Due Date:	The payment is due by 3rd day of each month. 10% will be added to any late payment.	
Unused Service:	Any unused service hours will be rolled over or will expire at the end of the contract term	
Overage:	Additional on site service will be subjected to \$145 per hour service charge.	

This Agreement is made between the client and the service provider. The client is retaining IV Computer to engage an independent computing service. The client understands and agrees to all the term outlined within this contract.

1. Service Agreement

This agreement shall become effective on the date stated above, and shall remain in effect until all obligations under this agreement have been properly completed. The contract is applied to the address stated above, and additional service to personal home, favor or additional branch office requires separate contract or the fee will be billed as a normal service.

Monthly maintenance coverage includes general support and server support. Any incident outside of this scope may incur additional fee based on the nature of the project. The projects outside the computing scope will be communicated with the third party vendor for general direction and the assistance.

2. Service Capabilities

A. The support is provided on a need basis. I.e. install operating system and programs after "crash" on site or off site. Provide operating system service patch updates. Provide driver updates when needed. Provide virus scanning, updates & repair. Provide general Microsoft Office products support. (Excel, word, access, internet explorer, outlook). Provide hardware replacement support. Provide printing driver installation. Provide support through phone or terminal session or net meeting or logmein. Provide general troubleshooting. Setup e-mail clients. One free data recovery job for contract customers. Backup job setup. Create map and computer list. Maintain a log sheet for repair details of the visit.

B. Server Support Provision: Critical updates and patches are updated through windows automatic updates. Provide virus scanning, updates & repair. Provide server updates and patches whenever applicable. Setup up e-mail accounts. Setup user name and logon scripts. Setup website IP address through host name. Setup FTP access. Active directory policies. Windows VPN solutions. Windows server related services.

C. Limited Support Provision: These services require third party intervention for proper fix and support. Cabling problems. Hardware failure. Hardware upgrades. Third party software. Disruption of Internet services. WEB design and programming.

3. Service as an Independent Contractor

IV Computer acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. IV Computer shall not enter into any contract or commitment on behalf of a Client. IV Computer further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

IV Computer recognizes and acknowledges that this Agreement creates a confidential relationship between IV Computer and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

5. Non-Disclosure

IV Computer agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Client further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

6. Exclusive Software Rights

IV Computer agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to IV Computer under this Agreement shall not affect Client's exclusive ownership of the work product.

7. Conflict of Interest

IV Computer shall not offer or give a gratuity of any type to any Client employee or agent. The Client shall not hire any former or terminated IV Computer employees for the statute duration of one year from last contact from such employee.

8. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

9. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF,

Client and IV Computer have properly executed this Agreement.

I have agreed to the term set forth by IV Computer.

Diane Cuniff

Date:

Thomas Lee
IV Computer Inc.

Date: