



- All expenses of collection, including reasonable attorney's fees, shall be an additional charge to the customer.
- In the event litigation becomes necessary in regard to collection or any other dispute that may arise as a result of this agreement, Dade County, Florida will be the proper venue of such legal action.

**Scope of Services:**

- Wavenet is clients' main point of contact for all systems on the network.
- If Wavenet is unable to remedy a problem, then Wavenet will work with the appropriate outside vendor until a resolution is reached. Client understands that additional expenses may be incurred when an outside vendor is brought in to solve a particular problem and agrees to reimburse Wavenet for any such expenses plus a 15% management fee.

**Standards of Professional Conduct:**

- Wavenet agrees to treat Client and Client's employees with respect at all times, especially during times of business crises. In return, Wavenet expects the same treatment from Client and Client's employees for Wavenet's employees, contractors and vendors.
- Client shall not hire any of Wavenet's employees without prior written consent by Wavenet, Inc.

**Peak Demand Periods:**

- Wavenet will make its best efforts to respond to Client's needs within an acceptable time frame.
- Client understands that there may be occasional times of peak demand when Wavenet is forced to have to make extremely difficult decisions and triage Client's needs according to the severity of business impact.
- Client understands that without an annual Network Support Maintenance Agreement a response time cannot be guaranteed.

**Loss of Service:**

- Client recognizes that Wavenet makes every attempt to keep client's system up and running efficiently and cost-effectively within client's IT budget.
- Client understands that unless client has an unlimited IT budget, it's impossible for Wavenet to guarantee zero downtime.

**Client Responsibilities:**

- Client is solely responsible for checking daily backup logs to ensure 100% data restoration in the event of server or workstation failure. In the event that a backup fails, client must contact Wavenet immediately to attempt to resolve the issue.
- Client is solely responsible for complying with all software manufacturers' license regulations. Wavenet will not distribute, install, or service any system that contains "pirated" or "illegal" software.

**Indemnification:**

- Client shall indemnify and hold harmless Wavenet from and against any and all liability, loss, damage, cause of action, cost or expense, including reasonable attorneys' fees, arising out of or in any way connected to any negligent or intentional act or omission or any other wrongful conduct by Client in the performance of services pursuant to this Agreement including and without limitation, the failure of Client to have original software and licenses for all products installed on Client's computers.

**Acceptance of Agreement:**

- Unless otherwise notified, your use of our services constitutes your acceptance and agreement of the above terms and conditions.