



Per-Incident Service Agreement

Client: _____

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Section 1. Applicability

This Per-Incident Service Agreement (hereinafter referred to as the “**Agreement**”) sets forth the terms by which the above-referenced Client (hereinafter referred to as “**Client**”) may contract for and utilize services from J.D. Fox Micro without engaging in a regular maintenance/management contract. This Agreement supersedes any prior contract between J.D. Fox Micro and the same Client and/or IT System.

This Agreement shall go into effect when signed by both parties. It shall remain in effect until superseded or terminated.

Section 2. Definitions

This section defines special vocabulary used throughout this document. Some words/phrases appearing only in a specific section of this document are defined in that section.

- a. **Equipment** refers to any type of computer server, computer workstation, laptop or handheld computing device, computer peripheral, network/communications device, telephone system, and related electronic devices and accessories, as well as software including all programs for user applications, data processing, system and data management, device operations, and communications as installed on any hardware and/or as stored on distribution media, as well as the distribution media itself, documentation, and licenses.
- b. **IT System** refers collectively to Equipment and functions covered under this Agreement.
- c. **Client Requirements** define all operational and technical requirements for the Client’s IT System.

Section 3. Client’s Responsibilities

- a. Client shall designate members of its organization as **Principals**, who shall have authority to place a call for a New Incident Consultation, order Equipment, approve Work Plans, or otherwise order optional services that incur charges as specified in this Agreement.
- b. Client must provide relevant Client Requirements upon each New Incident Consultation (see Section 5). While J.D. Fox Micro will make every effort to raise any factors for discussion in reviewing the list of Client Requirements, it is Client’s responsibility, as the ultimate expert in the nature of its operations, to assure all requirements are included.
- c. Client shall also:
 1. Provide reasonable access to the premises and work space to J.D. Fox Micro for the purpose of performing its obligations under this Agreement, to include adequate lighting, ventilation, and temperature control.
 2. Keep all work spaces free from hazardous materials and dangerous conditions.
 3. Ensure that environmental conditions are adequate for proper operation of the IT System according to reasonable recommendations of J.D. Fox Micro, including proper cooling, lighting, ventilation, electrical wiring, and electrical input voltages and amperages.
 4. Provide any and all administrative user names, passwords, and all other access parameters required by J.D. Fox Micro to perform its duties.
 5. Ensure designated agents reply promptly and substantively to communications from J.D. Fox Micro.

6. Ensure that all employees and agents of Client, and anyone who has access to or otherwise uses the IT System, complies with all reasonable recommendations and requests made by J.D. Fox Micro regarding efficient management and utilization of the IT System.
7. Prevent all employees, contractors, agents, clients, visitors, and others from mishandling, abusing, or misusing the Equipment covered under this Agreement.
8. Retain the installation media (compact discs, etc.), and installation key codes for all software, and make these available to J.D. Fox Micro upon request.

Section 4. Aspects of the IT System Covered by this Agreement

Client may request services on the following components/aspects of the IT System:

System

- a. Physical components, including hubs, switches, routers, firewalls, patch panels, servers, workstations, printers, scanners, and communications devices.
- b. Logical infrastructure, including networking protocols, resource sharing services, directory services, wireless networking, virtual networks, remote access, multi-site connectivity, and equivalent systems.
- c. Assessment of environmental conditions (such as dirt, heat, moisture, electrical power), as it affects operation of the IT System.
- d. Coordination, as technical liaison, with third-party providers of services that support the IT System, such as Internet access, outsourced application services, public telephone service, electricity, construction, air-conditioning, security systems, fire control systems, etc.

Services and Applications

- a. System-level and user-level services and applications, including proper functioning in general, proper use of resources, interoperability with users and other functions of the IT System, and status of upgrades, updates or configuration changes that may be required to improve performance and/or security.
- b. System-level and user-level databases, including logical and physical data storage structures.
- c. Mobile and remote-access systems for user access to data, messaging, and/or system applications.
- d. Organizational data management, including security classification and logical and physical storage structure.
- e. Management tasks related to user accounts and user profile data.
- f. Public Internetwork Profile, defined as the set of parameters relating to names for publicly-accessible resources, public internetwork addressing, any external routing considerations, third-party service provider parameters, public communications authentication, public communications reputation, and other related parameters, which are used to facilitate and control communications and data-sharing between the public and the IT System.

Security / Continuity

- a. Implementation of technical security controls and auditing/monitoring procedures.
- b. Response to security incidents.
- c. Advice on technical aspects of current and planned Client business policies and operational plans related to information systems security.
- d. Fault tolerance, defined as a set of configurations and design parameters involving duplication and dispersal of Equipment and data, implementation of excess capacity, etc., for the purpose of allowing the IT System to operate continuously despite loss of function due to faults that may occur.

Section 5. Services Provided by J.D. Fox Micro

A. New Incident Consultation

To initiate service related to the above aspects of the IT System, a Client Principal or authorized delegate shall contact J.D. Fox Micro to request a New Incident Consultation. In exchange for the current Consultation Fee as posted on the J.D. Fox Micro public website at the time Client requests service, a qualified agent of J.D. Fox Micro, based on availability and an agreed-upon time, will travel to Client's site to gather information on Client Requirements and examine the IT System. The Consultation Fee covers only the New Incident Consultation described above. It does not cover any hands-on testing or modification of the IT System.

As soon as J.D. Fox Micro has gathered information and performed required analysis, J.D. Fox Micro will provide a **Work Plan** in a timely manner, designed to address Client Requirements. Presentation of the Work Plan completes the New Incident Consultation. Work Plans will commence only upon Client's acceptance.

There is no limit to the number of issues that may be included in a single New Incident Consultation. However, each on-site visit by an agent of J.D. Fox Micro, performed by request of Client for the purpose of assessing Client Requirements, will constitute a separate New Incident Consultation.

J.D. Fox Micro does not guarantee that an agent will be available for a New Incident Consultation at the time of Client's request. If Client requires guaranteed fault management and response service, Client should enter into an IT System Management Contract with J.D. Fox Micro, which includes minimum Service Levels tied to time constraints as well as preventive maintenance.

B. Work Plans

Any Work Plan presented by J.D. Fox Micro will be designed to enable the IT System to meet Client Requirements as efficiently as possible, within any time frames or other constraints specified by Client.

Services provided by J.D. Fox Micro under the Work Plan will include isolating the cause of faults, replacing failed or malfunctioning components, correcting broken physical connections, reconfiguring software operating parameters, correcting bad resource allocation, restoring program operation, restoring missing configuration information, restoring or rebuilding configuration or user data, installation of new Equipment, redesign of the logical and/or physical IT System infrastructure, migration and/or disconnection of superseded or disused Equipment or services or applications, recommended modifications of Client administrative or operational policies, and acquisition of services by a third party or under a third-party warranty or service contract. This may be coordinated with appropriate agents of Client, and may be performed by physical visit, via remote access, via telephone, or any combination of these.

Where appropriate, depending on complexity, the Work Plan may include phases for data collection and analysis, lab testing, pilot rollouts or staged deployment (including a back-out plan), scheduled down-time, and coordination with relevant third-party service providers. It may also include multiple options for the Client to choose from according to budget or other internal considerations.

J.D. Fox Micro may include policy and/or training guidance for any incident that was caused by negligence and/or lack of training on the part of a user or other agent of Client.

In cases where new Equipment is required, J.D. Fox Micro will make its best effort to identify the most optimal Equipment, and to obtain fulfillment of any relevant third-party warranty, in order to minimize cost to Client.

C. Excluded Services

Unless specifically and explicitly defined in a Work Plan, the following services, which are generally related to IT Systems and sometimes expected by clients without discussion, are not provided by J.D. Fox Micro.

- a. Emergency or after-hours service. If Client may require emergency service, Client should enter into an IT System Management Contract with J.D. Fox Micro, which includes minimum Service Levels tied to time constraints as well as preventive maintenance.
- b. User Support, defined as providing initial response to users reporting problems using Equipment or application software—typically called “help desk” support. If Client requires continual assistance with User Support, Client should enter into an IT System Management Contract with J.D. Fox Micro.
- c. User training or tutoring on any aspect of the IT System. Client is responsible for its Users maintaining a level of proficiency in understanding and operating their Equipment and software sufficient for each User to achieve expected results.
- d. Configuration, troubleshooting, or operational assistance on aspects of computer use not related to Client’s organizational operations, such as:
 1. Desktop backgrounds, screensavers, themes, colors, icons, fonts, or other cosmetic options.
 2. Personalization options available through operating system add-ons or within workstation application programs, such as pane layout, menu and toolbar customization, and shortcuts.
 3. Interface quirks that a user can easily work around.
 4. Any issue relating to audio, music, or movies.
 5. Anything related to public content accessed via the Internet or similar public networks.
- e. Development of custom databases or user applications; or development, management, editing, or hosting of web sites or other such content.
- f. Rental or loans of software.
- g. Negotiation or management of contracts or billing with third-party service providers on behalf of Client.
- h. Carpentry, such as drilling holes in furniture for cables, installing a keyboard drawer, or mounting hardware on walls or ceilings.
- i. Installation or maintenance of ergonomic/occupational safety measures and aesthetic cable management.
- j. Installation, configuration, or repair of electrical wiring, structured network or telephone cabling, heating and air conditioning systems, fire suppression systems, alarm systems, building construction work, or installation and repair of doors, gates, or fixed locks, or any other task requiring licensing by the CSLB.
- k. Replacement of consumables such as batteries for accessories, paper, ink/toner cartridges, etc.

Section 6. Equipment

A. General

The goal of J.D. Fox Micro in selecting and supplying Equipment to Client is to **guarantee** it will meet Client Requirements related to a Work Plan, and for the selection and acquisition process to be **as efficient as possible** to avoid unnecessary costs and delays. The terms in this Section enable Client to leverage the experience and resources of J.D. Fox Micro to meet this goal, even given the high volatility of the IT market where Equipment availability and specifications change rapidly.

All terms in this Section will apply to any Work Plans developed under this Agreement.

B. Equipment Purchases

Client Principals may order Equipment via any method listed in the Appendix. If Client wishes to cancel an order before delivery, terms related to Client-Option Returns will apply (see below).

Due to volatility of the IT equipment market, J.D. Fox Micro cannot guarantee delivery dates for Equipment purchases. Any deadlines for implementation of new Equipment must be specified in the Work Plan devised by J.D. Fox Micro and approved by Client.

All Equipment provided by J.D. Fox Micro is new unless otherwise indicated. Where possible, J.D. Fox Micro obtains Equipment direct from manufacturers or their authorized top-tier distributors to assure it is not counterfeit or some other type of illegal copy.

C. Equipment Warranty and Returns

Warranty Terms

With regard to Equipment purchased from J.D. Fox Micro, subject to the limitations and remedies set forth herein, J.D. Fox Micro warrants merchantability and fitness for purpose in fulfilling any Work Plan developed under this Agreement.

This warranty does not cover damage or malfunction caused by accident, misuse, mishandling, alteration, failure of Client to store Equipment in suitable physical or operating environments, nor acts of God (such as but not limited to floods, fires, and earthquakes); nor does the warranty cover ordinary depletion of consumables such as batteries, ink ribbons, paper, ink/toner cartridges, or magnetic storage media.

This warranty expires thirty (30) days following completion of the Work Plan under which the Equipment was purchased.

Warranty Exclusions

J.D. FOX MICRO MAKES **NO WARRANTY** ON EQUIPMENT FOR THE QUALITY OR AVAILABILITY OF MANUFACTURER SUPPORT, FOR LONG-TERM RELIABILITY AND SCALABILITY, OR FOR FITNESS FOR PURPOSE, BEYOND THE SCOPE AND TERM OF THIS AGREEMENT.

THIS WARRANTY DOES NOT APPLY TO OPTIONAL ACCESSORIES (DEFINED BELOW).

IN ADDITION TO THE ABOVE EXCLUSIONS, J.D. FOX MICRO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Remedies

If Equipment covered under warranty from J.D. Fox Micro is found to be not merchantable, or unfit for its purpose as defined above, then J.D. Fox Micro shall, at its option, provide new Equipment in exchange for the unfit Equipment, and/or install additional Equipment, and/or reconfigure the IT System as necessary to address the issue, at no additional charge.

Obligation to complete implementation of remedies shall survive expiration of this Agreement, but only to the extent that the deficiency in question was apparent and notice was provided to J.D. Fox Micro during the warranty term. J.D. Fox Micro will have no obligation to remedy deficiencies not apparent and for which notice was not provided within the warranty term.

If, before implementation of the remedy selected by J.D. Fox Micro is complete, Client requests an alternate resolution, then Client must request a New Incident Consultation, whereupon J.D. Fox Micro will suspend implementation of its selected remedy (if necessary), analyze Client's proposal, and present a Work Plan for Client

approval, which may involve additional Service Fees. If Client does not approve the new Work Plan, J.D. Fox Micro will complete the implementation of the original remedy.

Limitation of Liability

The maximum liability of J.D. Fox Micro for all warranties, express or implied, shall be the refund of Client's purchase price of the warranted Equipment purchased from J.D. Fox Micro in exchange for said Equipment, plus provision of professional services or other credits in the manner described in this Section. Under no circumstances will J.D. Fox Micro be liable to provide services beyond the scope of this Agreement, nor shall it be liable in any manner for any direct, special, incidental, consequential, or other damages pursuant to any legal theory, including but not limited to strict liability, regulatory or statutory liability, loss of use, lost profits/revenue, loss of anticipated savings, loss of goodwill, damage to other equipment and property, third-party claims for damages, or costs of recovering, reprogramming, or reproducing any program or data stored in or used with warranted Equipment, even if J.D. Fox Micro has been advised of the possibility of such damages.

Client-Option Returns

Client may request to return Equipment purchased from J.D. Fox Micro, irrespective of warranty. In general, returns will be accepted only for Equipment in condition for resale or return to the vendor, which may vary depending on the type of Equipment to be returned. Restocking fees charged by the distributor from which J.D. Fox Micro acquired the product, or other reasonable charges, may apply, and will be deducted from the refund credited. J.D. Fox Micro shall advise Client of the refund amount before the return is accepted.

D. Third-Party Equipment

General

Client may elect to acquire Equipment from any manufacturer, distributor, reseller, retailer, broker, or other type of provider of Equipment other than J.D. Fox Micro (hereinafter referred to as a Third-Party Vendor).

If Client wishes to acquire Equipment from a Third-Party Vendor, the acquisition or purchase must be made by Client directly from the Third-Party Vendor. J.D. Fox Micro shall not be obligated to acquire Equipment from a given Third-Party Vendor on behalf of Client.

Third-Party Equipment Analysis

If Client elects to include Third-Party Equipment in a Work Plan, then J.D. Fox Micro may require Third-Party Equipment Analysis. This involves researching and analyzing technical capabilities, features, and manufacturer/reseller warranty and technical support of the Third-Party Equipment, to ensure the Third-Party Equipment will meet Client Requirements, and to determine any impact on the Work Plan.

To the extent possible, J.D. Fox Micro will perform Third-Party Equipment Analysis **at no charge**. However, depending on the nature of the Equipment, or the complexity of the points of research and issues to consider, J.D. Fox Micro may require a separate **Service Fee**, to be specified in advance. In addition, J.D. Fox Micro may require that Client obtain and provide a prototype/sample of the Third-Party Equipment for use in the Analysis process, as reasonable and necessary.

Once Analysis is complete, J.D. Fox Micro will provide recommendations for addressing any potential problems, which may involve changes to the Work Plan in development or in progress, including additional Service Fees.

If Third-Party Equipment Analysis is not completed for any reason, or if Client does not approve or implement recommendations by J.D. Fox Micro to address identified problems related to the Third-Party Equipment, J.D. Fox Micro will make a reasonable effort to integrate Client's Third-Party Equipment into the Work Plan and to address issues as they arise. However, any significant impact on the Work Plan will be handled as a Client-initiated change or cancellation according to the terms of the Work Plan.

E. Equipment Specifications and Options

Optional Accessories

Optional Accessories are defined as common, relatively low-cost peripheral items related to a given piece of Equipment, which are generally available on the consumer retail market in a wide range of brands and styles, intended to enhance the user experience with the related Equipment, but which do not actually affect the ability of the related Equipment to meet designated Client Requirements. Examples include laptop computer cases, keyboards and mice, spare laptop batteries, speakers, microphones, headsets, connector cables, mounting stands, surge protectors, cleaning equipment, and consumable supplies (such as blank recording media, paper, toner cartridges, ink cartridges).

As part of a Work Plan, J.D. Fox Micro may offer recommended Optional Accessories for convenient purchase to enhance and improve the end-user's experience with new Equipment included in the Work Plan. Any such items will be clearly designated as Optional Accessories in any order form presented to Client. Optional Accessories are provided with NO WARRANTY ON MERCHANTABILITY OR FITNESS-FOR-PURPOSE, but they do fall under the Client-Option Return policy set forth in this Agreement.

Personalized Equipment Standards

Personalized Equipment Standards are any specifications unrelated to the ability of given Equipment to meet Client Requirements. These include options such as brand/model, color, aesthetic style, size, shape, weight, and noise output.

Due to the range of such options available and the complexity of communicating about, measuring, and matching these options to personal tastes, if Client desires to specify Personalized Equipment Standards during planning or phased implementation of a Work Plan, J.D. Fox Micro may require additional Research Fees, to be specified in advance, for researching these features, and providing prototypes for Client's approval. Client acknowledges that requiring Personalized Standards can cause significant delays in delivery.

Section 7. Billing

All fees and charges for Equipment purchases shall be invoiced and due as specified in the Appendix and/or separate Work Plan(s).

Client's failure to pay any invoice by the specified due date may result in suspension or termination of services provided by J.D. Fox Micro under this or any related agreement or Work Plan. Suspension or termination of services shall not relieve Client of the obligation to make up back payments in full in order to resume services, nor shall it relieve Client of its obligations regarding any related agreements.

J.D. Fox Micro shall have the right to pursue lawful and reasonable collection actions on past-due invoices, and Client shall reimburse J.D. Fox Micro, to the extent allowed by law, for direct collection costs reasonably incurred. The terms specified in this paragraph and the related portions of the Appendix shall survive expiration or termination of this Agreement.

Section 8. Termination of this Agreement

Either party may terminate this Agreement at any time for any reason upon written notice to the other party, effective no earlier than the date notice is received. Client shall remain liable for any fees incurred. Any Work Plans in progress must be separately terminated by provisions specified in separate written agreements related to those plans.

Section 9. Additional Terms

Third-Party Service Providers

As part of the services provided under this Agreement, J.D. Fox Micro may make referrals to or recommendations regarding third-party service providers. Unless otherwise specified in a separate contract between Client and J.D. Fox Micro, any and all third-party service providers with which Client engages are independent from J.D. Fox Micro. J.D. Fox Micro's obligation with regard to performance of these third-party service providers is strictly limited to the scope of work defined in this or any separate applicable written contract between Client and J.D. Fox Micro. J.D. Fox Micro makes no warranty or guarantee, and disclaims all responsibility, with regard to any aspect of any contract between Client and any third-party service provider.

Employee Solicitation

Client acknowledges the investment required by J.D. Fox Micro to secure and train qualified engineers to assist in executing its obligations under this Agreement. Client also acknowledges the overall long-term investments required by J.D. Fox Micro in technical training and experience to earn and keep service contracts with its clients, for which it needs its employees to faithfully execute. Client further acknowledges the severe financial impact J.D. Fox Micro would suffer if Client were to hire or contract separately with any employee or agent of J.D. Fox Micro to supplant this Agreement, or Work Plans derived under it. Client therefore agrees not to solicit for employment, hire, or contract with any employee or agent of J.D. Fox Micro, where such solicitation is intended to supplant this Agreement, for a period of 180 days following the last day work is performed by that employee or agent under this Agreement, without the prior written permission of J.D. Fox Micro. The provisions of this paragraph shall survive the termination of this Agreement. Breach of this covenant shall be construed as a material breach subject to payment of monetary damages by Client to J.D. Fox Micro.

Legal Compliance

Client acknowledges its responsibility to seek legal advice to assure compliance with all legal requirements directly or indirectly related to its operation. J.D. Fox Micro shall not be liable for Client's nonconformance with any applicable codes, regulations, or laws, including but not limited to commercial, electrical, building, safety, health, employment discrimination, intellectual property, or data security, even if the IT System configuration or operation is a factor in the violation. Client shall indemnify, hold harmless, and defend J.D. Fox Micro against any and all claims by any person, or public or private entity, alleging liability of J.D. Fox Micro with respect to or related to the services provided pursuant to this Agreement.

Confidentiality

In connection with this Agreement, J.D. Fox Micro may have access to or possession of proprietary information of Client, such as trade secrets, contact lists, and accounting information. J.D. Fox Micro understands that all such information is and shall remain the property of Client, and, except for information already conspicuously available to the public, is of a confidential nature. J.D. Fox Micro shall not disclose such information to any other party, nor utilize such information for the benefit of itself or any other party, except specifically for the purpose of performing services under this Agreement. J.D. Fox Micro agrees only to use or store Client's proprietary information as absolutely necessary for performing its duties under this Agreement, and will keep Client's information and material in a secure manner, under access restrictions designed to prevent disclosure or copying to unauthorized persons and in a manner no less strict than employed by J.D. Fox Micro to protect its own proprietary information. Upon termination of this Agreement, J.D. Fox Micro will destroy any copies of Client's proprietary information. The covenant in this paragraph shall survive the expiration of this Agreement in perpetuity.

Limitation of Liability

Service Levels. The maximum liability of J.D. Fox Micro under this Agreement shall be provision of services, Equipment, and credits as explicitly called for in this Agreement. Under no circumstances will J.D. Fox Micro be liable to provide services beyond the scope of this Agreement, nor be liable in any manner for any direct, special,

incidental, or consequential damages resulting from any legal theory, including but not limited to strict liability, regulatory or statutory liability, loss of use, lost profits/revenue, loss of anticipated savings, loss of goodwill, cost of repair or recovery for damage to other equipment and property, or third-party claims for damages, arising from the use of, inability to use, or malfunction of the IT System, or for any lost or corrupted data stored or processed with the IT System, or from Client or its agents following or attempting to follow advice given by J.D. Fox Micro.

Force Majeure. Neither Client nor J.D. Fox Micro shall be liable for any failure to perform under this Agreement where such failure results from forces beyond reasonable control, such as but not limited to acts of God (such as fire, flood, earthquake, storm, or other natural disaster), acts of war, civil unrest, terrorist activities, nationalization, government sanction or embargo, labor disputes, accidents, or other unavailability of equipment and services from third-party providers (including but not limited to vendors, distributors, resellers, shipping contractors, electricity providers, public voice or data network service providers, application service providers, etc.). Upon the occurrence of any such event and to the extent such occurrences interfere with the performance by Client or J.D. Fox Micro of its obligations under this Agreement, upon notice to the other party, this Agreement shall be suspended provided each party uses reasonable efforts to work around or remove such causes of nonperformance.

Software Licensing. Consulting services regarding software licensing are limited to providing guidance and technical assistance with compliance, and/or providing tools with which to control software use in order to assure compliance. Client is ultimately responsible for assuring that all software used on Client's equipment is properly licensed. Under no circumstances will J.D. Fox Micro be held responsible for damages which may be levied against Client or any other party if the copyright-holder and/or licensor of any software product or other intellectual property determines that Client has violated copyright law by unlicensed or under-licensed use of said software, even if 1) the software was installed or configured by J.D. Fox Micro and/or provided as part of this Agreement, and/or 2) Client believes J.D. Fox Micro failed to inform Client that the software or Client's intended use of it is or was unlicensed or under-licensed.

Miscellaneous Provisions

- a. This Agreement, as may be amended, constitutes the entire understanding and contract between the parties, and supersedes any and all prior oral and written representations, communications, and understandings between the parties with respect to this Agreement. The parties agree that neither Client nor J.D. Fox Micro is entering into this Agreement on the basis of any representations or promises not expressly contained herein or in the Appendix.
- b. No failure to strictly enforce any provision of this Agreement shall be construed as a waiver of that provision or a change in terms, and any such provisions so waived shall remain enforceable and in effect.
- c. If any portion of this Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms.
- d. Client represents that it is the owner of all equipment covered under this Agreement, or that it has the owner's authorization for J.D. Fox Micro to perform services under this Agreement.
- e. Client represents and warrants that it has full power to enter into this Agreement and that it has not assigned, encumbered, or in any manner transferred all or any portion of this Agreement.
- f. Neither party may assign to another entity any interest, right, or obligation it has in this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- g. If the Client is a corporation, this Agreement shall remain in force despite merger or consolidation of the corporation into or with any other entity.
- h. J.D. Fox Micro and Client are independent contractors, and each will not be considered an agent, partner, or employee of the other.
- i. This Agreement shall be construed and governed under the laws of the State of California. Venue for any action arising out of this Agreement shall be the Superior Court of California, County of Los Angeles.
- j. J.D. Fox Micro makes no representation as to exclusivity of this Agreement, and reserves the right to effect similar Agreements with other clients so long as obligations incurred by J.D. Fox Micro from these other Agreements do not interfere with the ability of J.D. Fox Micro to faithfully execute its responsibilities under this Agreement.
- k. Both Client and J.D. Fox Micro will comply with all requirements, negotiate on offers, and make assessments, as called for in this Agreement, in good faith.
- l. Written notices required under this Agreement shall be transmitted and addressed as specified in the Appendix. If valid written notice is refused by either party, that communication will be deemed to have been received for purposes of meeting requirements for written notification.

- m. Under no circumstances will J.D. Fox Micro provide or assist Client in obtaining unlicensed, counterfeit, pirated, or illegal software.

Copyright

This document, all electronic and physical copies, and the intellectual property contained herein are the property of J.D. Fox Micro and are protected by copyright. Client may make, use, and keep copies of this Agreement only for legitimate administration of business related to this Agreement. J.D. Fox Micro reserves all other rights under the laws of the United States and applicable international law. Any other use of this Agreement or the intellectual property contained herein, such as sharing with third parties, without express written permission of J.D. Fox Micro, is a violation of copyright law, which would subject the violator(s) to damages recoverable by J.D. Fox Micro.

for Client:

MUST BE SIGNED BY A DESIGNATED
PRINCIPAL OF CLIENT'S ORGANIZATION

for J.D. Fox Micro:

Sign

Sign

Print Name

Print Name

Date

Date

Appendix

Section A.1. Designation of Roles / Orders Approval Methods

Principals: _____

Work Plans and Equipment purchases may be approved by the above Principals via (check all that apply):

- In-person/telephone, confirmed by J.D. Fox Micro with an e-mail to one or more of the above Principals.
- E-mail or other written communication from one or more of the above Principals.
- PKI signed e-mail only from one or more of the above Principals.
- Non-electronic written communication only from one or more of the above Principals.
- The J.D. Fox Micro Secure Website Ordering System (when available)
- _____

Section A.2. Billing

Invoices

J.D. Fox Micro shall send, and Client shall accept, all invoices and billing notices via the following methods.

Regular mail: _____

E-mail: _____

Web: J.D. Fox Micro Secure Website (<https://secureweb.jdfoxmicro.com>)

Unless specified otherwise in a written Work Plan, Equipment shall be invoiced upon delivery, and due 15 days from the date of the invoice. Services shall be invoiced upon completion, and due 15 days from the date of the invoice.

Additional Terms

