



This MSP Application and License Agreement is between **Zenith Infotech**, an India Corporation, ("**Zenith**"), which maintains an office in the USA at One Williamsburg Place, Suite 100, Mail Stop 5, Warrendale, Pennsylvania, 15086, and the individual, corporate entity or other entity identified in the MSP signature block at the end of this Agreement ("**MSP**").

1) RECITALS

- a) Zenith provides management, maintenance and support software and services for the remote management and administration of networked and non-networked computer systems worldwide.
- b) MSP desires to obtain a license for one or more elements of the Zenith Offering for the purpose of providing such element(s) to MSP's End-Client(s).
- c) Subject to the terms and conditions in this Agreement, Zenith agrees to license to MSP the elements of the Zenith Offering described in this Agreement and for which MSP agrees to pay, and MSP hereby accepts such license from Zenith.

2) DEFINITIONS

- a) "Agreement" shall mean, collectively, this MSP Application and License Agreement, including all exhibits, schedules and documents referenced herein.
- b) "Confidential Information" shall have that definition ascribed to it in Section 10, below.
- c) "End-Client" shall mean any Entity for whom MSP provides one or more elements of the Zenith Offering.
- d) "Entity" shall mean any natural person, corporation, general partnership, limited partnership, limited liability company or partnership, proprietorship, other business organization, trust, union, association or governmental authority.
- e) "Evaluation Period" shall have that meaning ascribed to it in Section 3(b), below.
- f) "ITsupport24/7 Web Portal" shall mean that virtual control panel accessible through the SAAZ Software that allows users to add, remove or otherwise manipulate the elements of the Zenith Offering.
- g) "SAAZ Software" shall mean Zenith's proprietary, hosted, remote IT infrastructure management platform, as that platform may be modified by Zenith from time-to-time, which enables MSP's to manage desktops, servers, applications and network devices at End-Client sites via the Internet.
- h) "Supported Devices" shall mean those hardware and software components supported by the Zenith Offering.
- i) "Update" shall mean a modification or an addition that, when made or added to the Zenith Offering, establishes or solidifies material conformity of the Zenith Offering to its functional specifications, or a procedure or routine that, when observed in the regular operation of the Zenith Offering, eliminates the practical adverse effect of a nonconformity in the Zenith Offering.
- j) "Zenith Offering" shall mean those services listed in Schedule A for which MSP agrees to pay Zenith, as Schedule A may be amended by mutual consent of the parties as described below.

3) SERVICES

- a) *License Grant.* Subject to MSP's material compliance with the terms of this Agreement, Zenith hereby grants to MSP a non-exclusive, non-assignable, worldwide right to use the Zenith Offering solely to provide IT infrastructure management services to End-Clients. Except to the extent expressly authorized or permitted in this Agreement or by applicable law without the possibility of contractual waiver, MSP shall not: (i) copy, transfer or distribute the Zenith Offering, (ii) reverse assemble, reverse engineer, reverse compile, or otherwise translate any portion of the Zenith Offering, or (iii) sublicense or assign the license conveyed to MSP herein.
- b) *Evaluation Period.* Commencing on the date on which MSP receives the **log-in information** (the "Effective Date") and continuing for **forty-five (45) calendar** days thereafter (the "Evaluation Period"), a limited version of the Zenith Offering shall be provided to MSP at no charge. MSP acknowledges and understands that the Evaluation Period is not impacted by, or calculated based on, the date on which any software agents are installed on to any Supported Device. The Evaluation Period shall not be modified without the express written consent of Zenith.
 - i) *Limitations.* During the Evaluation Period, the parties agree that the Zenith Offering (i) shall consist solely of the Total Desktop Care Plus and Server Watch services, and (ii) MSP may evaluate the Zenith Offering only on their own internal network and up to five (5) End-Client sites. Antivirus licenses will not be provided during the Evaluation Period. (iii) MSP has the option to evaluate the Virtual Service Desk Offering commencing on day 30 and ending on day 45 of said evaluation and agrees that (i) MSP is limited to their own internal network or one (1) End-Client site, and (ii) MSP must complete the Network Information Form located in the Secured Information Store of MSP Portal.
 - ii) *Early Termination.* If, at any time during the Evaluation Period, MSP desires to terminate the Zenith Offering, MSP shall so notify Zenith in writing by faxing the signature page of this Agreement to Zenith with the words, "PLEASE TERMINATE" across the page. Upon Zenith's receipt of such notice from MSP, this Agreement shall automatically terminate, and Zenith shall have the right to immediately terminate the Zenith Offering to MSP and MSP's End-Clients.
 - iii) *Services.* Prior to the expiration of the Evaluation Period, MSP shall be required to choose the services it desires from among the various services comprising the Zenith Offering. If MSP timely requests such services in writing, then upon written approval by Zenith, such services shall automatically become part of the Zenith Offering provided to MSP, and Schedule A shall be automatically amended accordingly. (Note, agents installed during the Evaluation Period need not be re-deployed, and shall continue unabated unless otherwise modified by MSP). If, however, MSP fails to select services prior to the expiration of the Evaluation Period, then this Agreement shall automatically terminate, and Zenith shall have the right to immediately terminate the Zenith Offering to MSP and MSP's End-Clients.
 - iv) *Billing.* Unless this Agreement is sooner terminated, MSP shall be responsible for the payment of fees for the Zenith Offering services provided to MSP after the expiration of the Evaluation Period.

- c) *Virtual Service Desk.* The Virtual Service Desk (“VSD”) is a live US-based help desk staffed with Zenith technicians. The VSD shall have direct contact with End-Clients through a combination of phone and virtual remote control tools that are part of the SAAZ Software. Unless otherwise specified by Zenith, the VSD shall provide support from 8:00 AM through 10:00 PM (EST), Monday through Friday, excluding recognized Federal and State holidays. Extended on-call support (“Extended Support”) shall be provided between the hours of 10:00 PM through 8:00 AM (EST) Monday through Friday, and all day Saturday and Sunday, excluding recognized Federal and State holidays. Extended Support consists solely of telephone support for emergency issues only, which is initially answered by an answering service, and subsequently referred to an on-call help desk technician who contacts the End-Client.
- d) *Additional Services.* During the term of this Agreement, MSP may increase or decrease the services of the Zenith Offering by making appropriate changes in the ITsupport24/7 Web Portal, and such changes will become effective generally within twenty four (24) hours after such changes have been made.
- e) *Updates.* From time to time and in Zenith’s discretion, Zenith may implement Updates which shall be provided free of charge to MSP. Updates shall not include new or additional service offerings, or support or training services, all of which shall be subject to separate agreements and/or pricing schedules as determined by Zenith.
- f) *Branding.* MSP may elect to re-brand the Zenith Offering under MSP’s brand name and provide Zenith Offering-based services under MSP’s label. In any event, the parties agree that (i) MSP, and not Zenith, shall determine the prices and terms upon which MSP’s services are offered to End-Clients; (ii) MSP is an independent purchaser and reseller of the Zenith Offering, and shall not be considered an agent or legal representative of Zenith for any purpose, and neither MSP nor any director, officer, agent or employee of MSP, shall be, or be considered, an employee or agent of Zenith for any purpose whatsoever. Further, MSP is not granted and shall not exercise any right or authority to assume or create any obligation or responsibility on behalf of or in the name of Zenith, including without limitation contractual obligations and obligations based on warranties or guarantees. Except as specifically provided in this Agreement, the operations of MSP under this Agreement are subject to the sole control and management of MSP.
- g) *Remedies.* MSP understands and agrees that if MSP fails to pay the Fees when due, Zenith reserves the right, upon ten (10) days written notice to MSP, to disable the Zenith Offering to MSP and/or End-Clients, in part or in whole, until MSP’s payment is made in full. MSP shall indemnify and hold Zenith harmless for and against any and all claims, causes of action, expenses, losses, costs or fees incurred by MSP or any End-Client resulting from the suspension of services hereunder.

4) **RESTRICTIONS.**

- a) *Non-Circumvention.* During the term of this Agreement, except as expressly provided in this Agreement, Zenith shall not intentionally communicate with any End-Client about the Zenith Offering so long as Zenith is made aware of the identity of MSP’s End-Clients. The parties agree that MSP and/or MSP’s designated agent shall be the primary point of contact with each End-Client.
- b) *Non-Solicitation.* Zenith agrees that during the term of this Agreement and for a period of twenty-four (24) months thereafter, Zenith shall refrain from soliciting MSP’s End-Clients for the provision of the Zenith Offering. This prohibition shall not apply (i) where this Agreement is terminated upon, or immediately after, the expiration of the Evaluation Period, or (ii) where Zenith terminates this Agreement For Cause (defined below). The parties acknowledge and agree that advertisements and solicitations of Zenith that are directed toward the public in general, or business discussions initiated by MSP’s End-Clients, shall not be a breach of this section.
- c) *Nondisclosure.* Zenith further agrees not to disclose any information to any third party that identifies End-Client or End-Client’s use of the Zenith Offering without the express written consent of MSP. Notwithstanding the forgoing, Zenith shall be permitted to collect and report information about the use of the Zenith Offering by MSPs and End-Clients for Zenith’s research purposes, provided however, that such information is collected and used in a de-identified manner.

5) **FEES; PAYMENT.**

- a) *Fee Schedule.* The initial schedule of fees for each service comprising the Zenith Offering shall be as indicated in the most current version of the Zenith Reseller Price List (“Price List”). Zenith reserves the right to modify the prices listed at any time; provided, however, that increases shall not occur more than once in any twelve (12) month period, and any increase will not be greater than twenty percent (20%) over the amount charged for the particular service in the prior twelve (12) month period. MSP’s continued use of the Zenith Offering following notice of any Fee increase shall constitute MSP’s acceptance of such increase(s). All Fees are reported in, and shall be paid in, U.S. dollars.
- b) *Invoices.* Invoices are sent out in 30 day cycles at the beginning of each month. All invoices shall be paid in full within thirty (30) days after such invoice is sent to MSP. Late or untimely payments shall be subject to interest at the lesser of 1.5% per month or the highest interest rate permitted by law (in each case, calculated as of the date when such payment is due).
- c) *Pro-Rata.* MSP shall be charged on a prorated basis for a service selected when the Supported Device populates the ITsupport24/7 Web Portal. In addition, Zenith will cease charging MSP for Fees relevant to an uninstalled agent when such agent stops reporting to the management portal. MSP acknowledges and agree that it shall notify Zenith immediately in the event that MSP cannot uninstall or de-activate an agent for any reason. MSP hereby agrees to pay for any Fees it incurs for any agent appearing in MSP’s support portal, or where MSP failed to timely notify Zenith of MSP’s inability to uninstall or deactivate such agent.

6) **TERM; TERMINATION.**

- a) *Term.* This Agreement shall begin on the Effective Date, and shall continue until terminated as provided in this Agreement.
- b) *Termination by Zenith; For Cause.* Zenith may terminate this Agreement immediately if MSP commits a material default under this Agreement and such default is not cured by MSP within thirty (30) days after delivery of notice of default to MSP.
- c) *Termination; Without Cause.* MSP may terminate this Agreement for any reason upon providing written notice of termination to Zenith no less than seven (7) calendar days prior to the effective date of termination. Zenith may terminate this Agreement for any reason upon providing MSP with written notice of termination no less than six (6) months prior to the effective date of termination.
- d) *Termination; Mutual Consent.* This Agreement may be terminated upon the mutual, written consent of the parties.
- e) *Removal of Sites, Agents or Devices.* MSP may remove sites, devices or agents (collectively, "Devices") at any time by removing the relevant SAAZ agents or by notifying MSP's technical account manager directly by telephone or by email at accounting@zenithinfotech.com. MSP is required to include MSP's company name on all email or written correspondence provided to Zenith. The removal of Devices shall impact the affected Devices only, and such activity shall not be deemed to be a termination, or notice of termination, of this Agreement. MSP shall be responsible for Fees accrued prior to the removal of Devices, and partial days shall be billed as full days for billing purposes.
- f) **No Liability for Termination.** Zenith shall not be liable to MSP or any third party for any compensation, reimbursement, losses, expenses, costs or damages arising from or related to, directly or indirectly, the termination of this Agreement for any reason. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with MSP's or any third party's goodwill or business.

7) **WARRANTIES; LIMITATIONS.**

- a) *Warranties.* Zenith represents and warrants that (i) it has the corporate authority to enter into this Agreement and to be bound by the terms contained herein, (ii) it holds all right, title and interest in and to the Zenith Offering and/or is an authorized licensor of all elements of the Zenith Offering, and has the authority to grant the licenses described in this Agreement, (iii) services provided by Zenith will be performed by persons having skills and expertise appropriate for the tasks to which such persons are assigned, and (iv) the Zenith Offering will work in material compliance with its functions and features.
- b) *Security.* At all times Zenith shall use reasonable care, which in all cases shall be no less than industry-standard care, to ensure the security of data and information exchanged or transmitted using the Zenith Offering ("Data"). However, the parties acknowledge and agree that the use of any communications technology, including the Zenith Offering, entails certain unavoidable risks, and that no technology is 100% foolproof or immune from attack. Accordingly, MSP shall hold Zenith harmless from and against any claim, cause of action, loss, expense, cost, fine or fee arising from or related to the unintentional or accidental disclosure, misuse, or erasure of the Data, or any breach of security impacting or affecting the Zenith Offering or the Data, provided that at the time of such occurrence, Zenith was in material compliance with the terms of this Section 7(b).
- c) *Availability.* The Zenith Offering relies upon the availability of the data center where the SAAZ Software is hosted. Although Zenith makes every reasonable effort to ensure maximum data center availability, there is a possibility that the data center may become inaccessible or unavailable as a result of code upgrades, operating system instability, power failures, internet outages or other causes beyond Zenith's control, and Zenith shall be held harmless for and against any such event(s). In the event that the Zenith's servers become unavailable as described herein, the remote administration functionality and performance data will not be available until server performance is restored.
- d) *Infringement.* Zenith warrants that the Zenith Offering does not violate the intellectual property rights of any third party.
- e) *Remedies.* **This Section 7 describes all warranties provided to MSP under this Agreement.** Unless otherwise expressly stated in this Agreement, Zenith shall not provide, and hereby expressly waives, all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose. The Zenith Offering is provided to MSP on an "as is" basis, and Zenith does not warrant or represent that the Zenith Offering will be suitable for MSP's specific needs, or that there is any particular market for the Zenith Offering, or that MSP's activities hereunder will be profitable. The parties acknowledge and agree that Zenith's sole liability for any breach of any warranty described herein is expressly limited to a pro-rated credit of the Fee paid to Zenith during the time that such warranty was not fulfilled. In no event shall the maximum credit issued to MSP exceed the monthly cost of service.

- 8) **LIMITATION OF LIABILITY.** In no event shall Zenith have any liability with respect to any claims arising out of or related to this Agreement for consequential, exemplary, special, indirect or punitive damages, even if Zenith has been advised of the possibility of such damages. In all cases, the total liability and financial obligations of Zenith to MSP shall be limited to the amount actually paid by MSP to Zenith under this Agreement. This limitation applies to all causes of action and obligations in the aggregate, including without limitation, any claim of breach of contract or negligence.

9) **INTELLECTUAL PROPERTY; OWNERSHIP.**

- a) At all times, Zenith is and shall remain the sole and exclusive owner and licensor of the Zenith Offering and any and all trademarks, copyrights, patents, works of authorship, property rights and goodwill relating to the Zenith Offering (collectively, "Zenith's Intellectual Property Rights"). MSP shall not take any action, directly or indirectly, that injures or diminishes, or may tend to injure or diminish, any of Zenith's Intellectual Property Rights, nor shall MSP encourage any third person to do so. MSP agrees to inform Zenith immediately of any infringement of any of Zenith's intellectual Property Rights of which the MSP may become aware.
- b) If MSP, in the course of re-branding the Zenith Offering or otherwise exercising its rights under this Agreement, acquires any goodwill or reputation in or to any of the Zenith Offering, all such goodwill or reputation shall automatically be transferred to and shall vest in Zenith when and as, on an on-going basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate payment or other consideration of any kind to MSP, and MSP agrees to take all such actions necessary to effect such vesting.

10) **CONFIDENTIALITY.**

- a) *Defined.* Confidential Information shall mean all non-public information concerning a disclosing party's business including, but not limited to, trade secrets, financial information (including pricing), technical information, internal procedures, algorithms, data, designs, and know-how, business information including operations, planning, marketing interests, and products; provided, however, that such information is clearly marked in a conspicuous place with an appropriate legend identifying the information as being confidential. Confidential Information that is not written must be identified as Confidential Information at the time of disclosure and confirmed in writing to the receiving party within fifteen (15) days following the disclosure of such information, and the protections of this Section 10 shall apply during such fifteen (15) day notice period. Notwithstanding the foregoing, the terms of this Agreement and all discussions leading up to this Agreement shall, at all times, be Confidential Information.
- b) *Exclusions.* Confidential Information shall not include information that is (i) in the public domain through no fault of the receiving party ("Recipient"), (ii) lawfully received from a third party having rights to the information without restriction, and without notice of any restriction against its further disclosure, (iii) independently developed by the Recipient without any breach of the terms of this Agreement or any other law, rule or regulation binding on the Recipient, (iv) disclosed with the prior written consent of the disclosing party ("Discloser"), or (v) information that is required to be disclosed by law or by regulatory or judicial process; provided, however, that If Confidential Information is required to be produced by law or by regulatory or judicial process, the Recipient must immediately notify the Discloser of that obligation (unless otherwise prevented from doing so by such law or process), and provide the Recipient with sufficient time to seek a protective order or other appropriate relief.
- c) *Use.* The Recipient may use the Confidential Information only to further the relationship between the parties. Confidential Information may not be disclosed to any third party without the written consent of the Discloser. Each party agrees that the other may disclose Confidential Information it receives to its subsidiaries, affiliates or agents who have a need to know such information and with whom the Recipient has a non-disclosure agreement that is at least as restrictive as the terms contained herein. The Recipient must provide at least the same care to avoid disclosure in breach of this Agreement or unauthorized use of the Confidential Information as it provides to its own Confidential Information, which in all cases shall be reasonable care. The Recipient shall not reproduce any of the other party's Confidential Information except as necessary to fulfill the Recipient's duties and obligations under this Agreement.
- d) *Return.* Confidential Information remains the property of the Discloser. No rights, licenses, trademarks, inventions, copyrights, patents, or other intellectual property rights in or to the Confidential Information are implied or granted under this Agreement, except to use the Confidential Information in accordance with this Agreement. Upon the termination of this Agreement or at the Discloser's request, all written, recorded, graphical, or other tangible Confidential Information belonging to the Discloser, including copies of such information, must either be returned to the Discloser or destroyed by the Recipient. If such information is destroyed by the Recipient, then at the request of the Discloser, the Recipient will furnish a certificate, signed by an officer of the Recipient, certifying that any Confidential Information has been destroyed.
- e) Each party's obligations under this Section 10 shall survive the termination of this Agreement.

11) **MISCELLANEOUS.**

- a) *Force Majeure.* Neither party shall be liable for any delay or failure to perform hereunder due to floods, riots, strikes, freight embargoes, acts of God, acts of war or hostilities of any nature, laws or regulations of any government (whether foreign or domestic, federal, state, county or municipal) or any other similar cause beyond the reasonable control of the party affected. A party relying on such an event to excuse its performance hereunder shall, as soon as reasonably possible, notify the other party in writing of the nature of that event and the prospects for that party's future performance and shall thereafter, while that event continues, respond promptly and fully in writing to all reasonable requests for information from the other party relating to that event and those prospects.
- b) *Waivers; Amendments.* The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing, and it is signed by the party against which it is sought to be enforced.
- c) *Severability.* If any provision of this Agreement is held to be void, the remaining provisions shall remain valid and shall be construed in such a manner as to achieve their original purposes in full compliance with the applicable laws and regulations.
- d) *Merger.* This Agreement is the sole and complete statement of the obligations and rights of the parties as to all matters covered by this Agreement, and supersedes all previous or contemporaneous understandings, agreements, negotiations and proposals relating thereto. The parties agree that no promises or inducements have been offered or made to MSP (other than those expressly stated in this Agreement) to induce MSP to enter into this Agreement and to be bound by the terms contained herein.
- e) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. This Agreement shall not be assigned by MSP without the prior written consent of Zenith, which Zenith may withhold until and unless Zenith is satisfied (and so notifies MSP in writing) that (i) MSP's assignee is qualified, from a financial and technological perspective, to be bound by the terms of this Agreement, and that (ii) such assignment does not cause any Zenith to incur any conflict of interest.
- f) *Execution in Counterparts.* This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, and each counterpart when so executed shall be deemed to be an original, and all counterparts taken together shall constitute one and the same agreement.

- g) *Captions.* Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of this Agreement.
- h) *Attorneys' Fees.* If Zenith commences any action or proceeding against MSP to enforce the terms of this Agreement, Zenith shall be entitled to an award against MSP for all reasonable attorneys' fees, costs and expenses incurred by Zenith in connection with such action or proceeding (including any mediation or arbitration, and at all levels of trial and appeal), and in connection with the enforcement of any judgment or order thereby obtained.
- i) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania. The parties agree that the sole and exclusive venue for any and all issues, claims, causes of action or matters arising from or related to this Agreement shall be in the state courts of Allegheny County, Pennsylvania or, for federal claims and pendant state claims, the Federal Court in and for the Western District of Pennsylvania
- j) *Notices.* Whenever under the provisions of this Agreement, notice is required or permitted to be given to MSP, Zenith may deliver such notice(s) to MSP by electronic mail ("email"). Email notice shall be deemed given to MSP when such notice is sent to the last known email address provided to Zenith by MSP, regardless of whether such email address is functional or not. Notwithstanding any provision to the contrary, however, email notice to Zenith shall be effective only if Zenith subsequently acknowledges receipt of MSP's email via a return email to MSP in which MSP's original email is either referenced or reproduced. Notice provided in any method other than by email shall be deemed given either when delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet; or, three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom it is intended with copies provided to the address set forth above or to such other addresses as a party shall hereafter designate in writing to another party. Subject to the terms described herein, the parties acknowledge and agree that electronic mail ("email") and/or digital copies or electronic transmissions satisfy all "writing" requirements under this Agreement
- k) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- l) *Amendment.* No amendment, waiver, or modification (collectively, an "Amendment") of this Agreement or any provision of this Agreement shall be valid unless in writing, stating with specificity the particular amendment or modification to be made, and duly executed by the parties. Upon mutual acceptance and execution of an Amendment, the terms of such Amendment shall be deemed incorporated into this Agreement. To the extent that an Amendment conflicts with the terms of this Agreement, the Amendment shall control.
- m) *Independent Contractor Relationship.* The parties are independent contractors to one another, and neither party is an employee, servant, agent, partner or joint venturer of the other party.
- n) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Allegheny County, Pennsylvania, *i.e.*, on a Saturday, Sunday or legal holiday, such period shall be extended to and through the next succeeding business day in Allegheny County, Pennsylvania.
- o) *No Third Party Beneficiaries.* The parties are entering into this Agreement solely for themselves and no other party, and nothing contained in this Agreement, whether expressed or implied shall be deemed to confer any rights or remedies (including, without limitation, third party beneficiary rights) upon, or obligate either Zenith or MSP to, any third person or entity.

Signature Page

MSP PARTNER					
Company Name					
Phone		Fax			
Street Address					
City		State		Zip	
Website				Country	
Technical Staff Count		Sales Staff Count			
CONTACT INFORMATION					
Primary Business Contact		Title			
Phone		Email			
Primary Technical Contact		Title			
Phone		Email			
BILLING INFORMATION					
Business Structure (Please Check One)	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation		
Billing Contact		Title			
Phone		Email			

Signature of MSP

For Zenith

Printed Name

Printed Name

Title

Title

Date

Date

Please list Zenith Account Manager

Please fax this Signature Page to 866-445-1420 or 866-897-8510

A complete countersigned agreement will be returned to you.