

AMERICAN EXEC SUNNYVALE, INC.

BUSINESS IDENTITY AGREEMENT

This Business Identity Agreement, hereinafter called "Agreement", dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into between AMERICAN EXEC SUNNYVALE, INC., a California Corporation, dba AMERICAN EXECUTIVE CENTER, hereinafter called "AEC", and

\_\_\_\_\_,  
hereinafter called "CLIENT".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

CLIENT hereby authorizes AEC to provide those services as outlined below ("Included Services"), and AEC hereby agrees to perform such services, solely during the Term of this Agreement, at AEC's business address of **1250 Oakmead Parkway, Suite 210, Sunnyvale, California 94085-4037** in accordance with the terms and conditions herein and commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. TELEPHONE ANSWERING SERVICE: AEC, during the hours of 8:30 a.m. to 5:00 p.m. on Monday through Friday excepting designated holidays, will answer telephone calls for CLIENT, and transfer calls to each person's personal voice mailbox. On weekends, designated holidays and non-regular business hours, CLIENT's calls will be answered by an automated attendant and directed to each person's personal voice mailbox.

a. Each person for whom AEC is answering calls is required to have his or her own personal voice mailbox, which will be provided by AEC to CLIENT for its use under the terms of this Agreement. One voice mailbox will be provided by AEC to CLIENT at no charge. See current published price list for the monthly cost of additional voice mailboxes.

2. RECEPTIONIST: AEC will provide receptionist services with respect to those third parties that may ask for CLIENT at the aforesaid business address and take messages for relay to CLIENT.

3. BUSINESS ADDRESS: AEC hereby authorizes CLIENT to use the aforesaid business address for envelope return address, business cards, and letterhead.

a. The sole business of CLIENT is:

\_\_\_\_\_  
b. CLIENT will not use the aforesaid business address for any purpose not expressly defined herein without the prior written approval of AEC. CLIENT's unauthorized

use of the aforesaid business address could, at the sole option of AEC, result in an immediate termination of this Agreement.

c. CLIENT understands and agrees that, in the event this Agreement is terminated for any reason, CLIENT will notify all third parties that CLIENT's use of the aforesaid business address is terminated. CLIENT authorizes AEC to return all CLIENT's mail to sender after the date of termination of this Agreement unless other arrangements have been made by CLIENT prior to the date of termination.

d. CLIENT authorizes AEC to sign for any mail that may be addressed to CLIENT and deliverable upon signature only.

4. MAIL AND PACKAGE SERVICE: AEC shall act as agent for CLIENT in receiving and holding, for CLIENT's pick-up, all mail and packages delivered to AEC and addressed to CLIENT. CLIENT agrees to provide funds to AEC in advance for any mail or packages expected to arrive at AEC that require any payment upon delivery. CLIENT hereby authorizes AEC to refuse delivery of any mail or packages addressed to CLIENT requiring any payment by AEC for delivery. CLIENT agrees that, upon execution of this Agreement, and in accordance with federal regulations, CLIENT will show AEC positive proof of identification, if requested by AEC or its employees, before releasing any mail or packages. It is expressly agreed between AEC and CLIENT that the duty of care of AEC is slight care and not ordinary care and that this is specifically the case for the availability of the space provided by AEC for pick up by CLIENT of CLIENT's mail and any packages received by AEC addressed to CLIENT at the AEC's address.

5. BUSINESS LISTING: AEC shall list CLIENT's business name on the lobby directory as follows:

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6. EXECUTIVE OFFICE TIME: AEC shall provide CLIENT the use of a furnished office and/or conference room at the aforesaid business address on an appointment basis for up to **Ten (10)** hours per monthly billing period. For use of the office in excess of **Ten (10)** hours in any one monthly billing period, CLIENT agrees to pay AEC at the rate of **Twenty Dollars (\$20.00)** per hour.

7. OPTIONAL SERVICES: AEC shall make available to CLIENT such optional services as may be provided by AEC at the aforesaid business address in accordance with AEC's published price list for such services.

8. ADDITIONAL TERMS AND CONDITIONS:

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9. MONTHLY TERMS: CLIENT shall pay AEC the amount of **One Hundred Ninety-Nine and <sup>00</sup>/xx Dollars (\$199.00)** per month for those services that are inclusive within this Agreement.

Charges for those optional services that may be requested by, and provided to, CLIENT will be included in AEC's month-end billing. CLIENT agrees and understands that the aforesaid monthly service fee, and all other charges incurred by the CLIENT during the month, are due and payable upon receipt of the month-end billing, and are delinquent after the tenth (10<sup>th</sup>) day of the following month. CLIENT further agrees and understands that all delinquent amounts are subject to a service charge of five percent (5%) of the amount of the billing, payable in addition to the billing.

In the event payment for services or optional services is not received by AEC within ten (10) days after date of delinquency on the eleventh day of the following month, by written notice to CLIENT, AEC shall terminate all Included Services and optional services to CLIENT covered by the terms of this Agreement. In the event payment pursuant to written billing for the prior month, including any service charge, is delinquent and not received by the twentieth (20<sup>th</sup>) of the following month, AEC shall have the right granted by CLIENT to charge any such amounts due AEC and so delinquent to the credit card(s) listed by CLIENT on CLIENT's Credit Application or known to AEC at time of such payment delinquency.

10. WRITTEN NOTICES/TERMINATION: All notices by AEC to CLIENT, or by CLIENT to AEC, including thirty (30) day Notice of Termination, shall be in writing and shall be deemed to be duly given if personally delivered, or if mailed by certified or registered mail, return receipt requested, postage prepaid, by CLIENT addressed to AEC at its office location described above, and by AEC to CLIENT at its address provided to AEC at the time of execution of this Agreement. Notices may not be given by Facsimile; except that solely in the event CLIENT gives notice by Facsimile and AEC acknowledges in writing to CLIENT receipt of the Facsimile Notice from CLIENT, then only shall such Facsimile Notice constitute Notice with respect to the requirements of Written Notice under this Agreement.

Written Notice of Termination may be given by either party not less than thirty (30) days prior to its effective date, in the manner hereinabove provided.

11. SECURITY DEPOSIT: In consideration for such services, CLIENT delivers herewith a Security Deposit of **One Hundred Ninety-Nine and <sup>00</sup>/xx Dollars (\$199.00)**, first month's service fees, and any applicable set-up and installation fees.

a. AEC shall not be required to keep this security deposit separate from its general funds, and CLIENT shall not be entitled to interest on such deposit. If CLIENT shall fully and faithfully perform every provision of this Agreement, the security deposit, or any balance thereof, shall be returned to CLIENT (or, at AEC's option, to the last assignee of CLIENT's interest hereunder) within forty-five (45) days after termination of this Agreement provided all sums payable by CLIENT to AEC have been paid in full, including payment to AEC of the sum

of Twenty-Five Dollars (\$25.00) for each key to the PREMISES not returned to AEC by CLIENT within thirty (30) days of termination of this Agreement. Any sums due AEC and unpaid by CLIENT will be deducted from CLIENT's Security Deposit.

12. LIABILITY FOR LOSS OR INJURY: AEC and CLIENT agree that CLIENT shall be solely responsible to purchase insurance to cover loss or liability of or to CLIENT and/or third parties with respect to personal property of CLIENT situated on or about the business premises of AEC at the above address, and AEC shall have no liability to CLIENT or third parties of any nature with respect thereto. CLIENT agrees to hold AEC harmless and to indemnify AEC, including reasonable attorney's fees and all costs, whether mediation, arbitration or litigation be commenced or completed or not, with respect to any claims or demands made to AEC respecting acts or conduct of AEC or it's employees.

AEC shall not be liable for any damage caused as a result of furnishing any of the services or optional services covered by the terms of this Agreement, or for stoppage or interruption of any such services caused by labor disturbances, or labor disputes (whether caused by AEC or otherwise), accident, repairs or other cause; nor shall AEC be liable under any circumstances for loss or injury to persons or property, however occurring, through, or in connection with or incidental to, the furnishing of any of the services under this Agreement, except only for loss or injury resulting from willful acts or the gross negligence of AEC or any of its employees or agents, nor shall any such failure relieve CLIENT from the duty to pay the full amount of any sums due AEC and unpaid by CLIENT.

This Agreement is for services only, and is not intended to create a landlord tenant relationship or hiring of real property within the meaning of Part Two, Title II of the California Civil Code.

Executed on the date specified at the top of page one of this Agreement at Cupertino, Santa Clara County, California.

"AEC"

AMERICAN EXEC SUNNYVALE, INC.

By: \_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Print Name

"CLIENT"

\_\_\_\_\_

By: \_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Print Name