



1 Year Maintenance Contract

This agreement executed on the ____ day of _____, 20 __, by and between _____, an Authorized Company Official referred to as customer in this agreement, and The Computer Store, requires The Computer Store to work for the Customer under the Terms and Conditions hereby agreed to by the parties:

Terms and Conditions

1. Purpose.

This document governs the maintenance of the customer's network which includes _____ devices. The service provider for this service agreement is The Computer Store.

Definitions.

- A. **Desktop Computer:** The workstation, monitor, keyboard, speakers and mouse.
- B. **Onsite:** The specific location at which the covered systems are installed.
- C. **Emergency Maintenance:** Unscheduled equipment maintenance that is requested immediately after the equipment experiences a malfunction without a 24 hour notice. This is not covered under this contract.
- D. **Device:** Examples of devices included but not limited to, Desktop Computers, Laptops, Tablets, Printers, Routers, Modems, Managed Switches, Scanners, and Fax Machines

2. Agreement Duration and Cost.

- A. This Agreement shall terminate 1 year after agreement date. The cost for this Service Agreement is calculated as follows \$1,000 for 10 devices or less and an additional \$50 for every device after 10 devices to be paid at the time this Service Agreement is signed.
 - a. Servers are excluded from this contract and will be maintained on a per hour basis which is \$80 per hour with a one hour minimum and \$20 every 15 minutes after the first hour.
 - b. Emergency Service with less than 24 hour notice is charged at \$120 per hour and \$30 every 15 minutes thereafter.
- B. Included in this contract is a one-time setup to bring the network to a maintainable state. This state is what will be maintained. Additional computers or programs that need to be installed will be charged \$80 per hour to setup and thereafter maintained under this contract.

3. Computer Store Responsibilities.

- A. **Extent of Coverage:** This service agreement is structured to support desktops, laptops, tablets, printers, and a single internet connection. This contract is intended to maintain the existing network and does not include upgrading, adding, or replacing any devices. *Hardware and materials necessary for repairs are not included in this service contract, and will be billed separately to the Customer.* Labor covered by this agreement includes all efforts required to correct equipment malfunctions that are due to faulty hardware/software and restore the equipment to a fully-operational status. Service will be rendered onsite unless it becomes necessary to remove the equipment or a portion thereof to the Computer Store facility to complete the repair.

4. **Remote Support:** Unlimited remote support is included for devices included in this contract. This service must be scheduled with The Computer Store. The Computer Store is not required to render immediate service and this service may be scheduled at The Computer Stores earliest convenience.
5. **Customer-Specified Priority and Response Time:** If an equipment malfunction occurs, The Computer Store will send an onsite technician to the customer's location at an agreed upon date and time at the cost outlined in Section 2Ab.
- A. **Coverage Period:** A tech will be available from 10:00 AM to 6:00 PM EST, Monday through Friday, and from 10:00 AM to 8:00 PM Saturday, excluding all holidays.
 - B. **Replacement Parts/Components:** The Computer Store shall be responsible for the acquisition of all replacement parts/components/materials required to complete a service task.
6. **Customer Responsibilities:**
- A. **Service Requests:** Customers will initiate service activity by placing a telephone call to the Computer Store at (401) 710-7497. The Customer should make the Computer Store aware that his/her equipment is covered under a Service Agreement at the time the request for service is initiated.
 - B. **Customer Duties:** The following requirements shall be satisfied by the Customer:
 - i. Establish and maintain a procedure to backup data on covered computer systems for reconstruction of lost or altered files, data, or programs. The Computer Store is not responsible for data loss.
 - ii. Provide the Computer Store Technician with:
 - a. reasonable and safe access to systems
 - b. Adequate working space and facilities at the repair site necessary to service systems.

This agreement constitutes the entire agreement between the parties and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties.

The Computer Store Representative

Authorized Company Official (Customer)