



The Mobile PC Guys

Computer Repair - Websites - IT Equipment Sales

731-588-4200 1-877-433-9795

www.themobilepcguys.com

215 Hawks Rd Suite 10B
P.O. Box 127
Martin, Tennessee 38237

Flat Rate Maintenance Service Level Agreement

How can we create a computer maintenance package, that is priced ...exactly right? One way of guaranteeing that the basic maintenance is done and you don't over pay ...is by the "Service Agreement Arrangement".

By this method, your computers are guaranteed to be serviced and the large cost taken out of an unexpected failure. You don't pay in a block ...but by a monthly payment. This way you are certain to get the basics done ...and small problems fixed, before they become big problems.

This agreement is not some kind of extended warranty or other gimmick, this is a complete outsourced IT arrangement. We want to provide you a comfortable situation so when you see The Mobile PC Guys coming through the front door you don't have to worry about a big bill to follow.

Customer: _____

Contact Person: _____

Physical Address: _____

Mailing Address: _____

Phone: _____ Email: _____

Emergency Contact for Customer:

Name: _____

Cell: _____ Home: _____

Flat Rate IT Maintenance Service Agreement:

_____ X \$35.00 Per Computer = \$_____ Per Month.

_____ X \$95.00 Per Server = \$_____ Per Month

_____ X \$50.00 Per Firewall Basic Mgmt and Monitoring = \$_____ Per Month

_____ X \$10.00 Per VPN Tunnel Managed = \$_____ Per Month

Total Per Month-\$_____

The Following items ARE NOT covered under this agreement and will be billed on a by the hour basis less your 15% discount.

Software Updates other than Microsoft Software, Java, and normal operating system software.

Network Expansions such as new cabling, additional computer set-up, etc

Equipment not covered under agreement.

Special Projects.

Parts and Hardware.

Malicious or Intentional Network Activity by Client or their staff.

What do you get?

1. Routine Maintenance – We will come to your location or via Remote Access every 4 months, to perform routine maintenance on your computer equipment.

Routine Maintenance Details

Hardware	Software
1.) Cleaning and dusting the fans and internal components	1.) All system Internet security is up to date and configured correctly.
2.) Replacing any malfunctioning hardware.	2.) All Microsoft service packs and updates are all properly installed
3.) Recommend the best and least expensive upgrade to maximize your system.	3.) Remove temporary and unnecessary files that are cluttering your hard disk.
	4.) Optimize hard disk and rearrange data if needed.
	5.) Remove unnecessary programs and start-ups that are slowing your system
	6.) Remove annoying pop-ups and advertisements.
	7.) Detect registry and operating system problems.
	8.) Optimize your network.
	9.) Find a solution for any software glitches you may have.
	10.) Make sure data backups are carried out correctly.

2. No Labor Charges on Service – When something does break or go down, the labor on your service call is taken care of by this agreement. You will only pay for parts.

3. Consulting – Have questions, need advice, just want to run an idea past us or need help planning an upgrade? – No problem, its included also...

4. Discounts on Parts and New Computer Systems – That's right, we will give you a 15% discount on all parts and new computer equipment you buy while you are a service

agreement customer.

The Terms of Service

1. The Mobile PC Guys, Inc AGREES THAT IN CONSIDERATION of payment by the Customer of the charge specified above per month; the terms and conditions hereinafter appearing to provide a Maintenance Service on behalf of the Customer, for each and every item of equipment set out in this agreement.

2. THE maintenance charges are due and payable as specified in advance commencing on the installation date Any charges hereunder other than the above maintenance charges will be invoiced to the Customer during the month in which same have been incurred and will be payable under normal billing terms.

3. THIS Agreement shall remain in force for a period of 12 months from the date when the first payment falls due and is renewable annually at a price to be agreed.

4. ON payment of the Periodic Charge. The Customer will be entitled to maintenance provided by The Mobile PC Guys, Inc during the maintenance period as specified.

5. If any periodic charge or any amount due under any invoice issued under this Agreement remains unpaid The Mobile PC Guys, Inc may at its option suspend the Maintenance Service Agreed to be provided under this Agreement on giving to the Customer fourteen (14) days notice in writing of such intended suspension and if payment not made within such fourteen (14) days the Customer thereafter will not be entitled to receive any maintenance service until the total then accrued due shall have been paid. During any such suspension of maintenance service the Periodic Charge shall nevertheless continue to accrue due and be payable.

6. (a) THE Maintenance Service provided by The Mobile PC Guys, Inc includes the cost of all labor only.

(b) ALL replacement parts required by The Mobile PC Guys, Inc to service the equipment will be supplied by The Mobile PC Guys, Inc and invoiced to the Customer during the month in which same have been incurred and will be payable as at date of invoice.

All parts supplied will be subject to Government Taxes which may be levied in respect of the charges in this Agreement unless exemption from these charges is supplied by the customer.

7. THE MOBILE PC GUYS, INC agrees that this maintenance is not conditional upon the source of supply of consumables (stationery, paper tape, magnetic tape, unit dust filters, printer ribbons and the like), and only requires that such consumables be of accepted industry standard and suitable for their purpose.

8. THE MOBILE PC GUYS, INC shall keep the equipment in good working order and shall make all necessary repairs and adjustments. The equipment shall be repaired and adjusted only by accredited representatives of The Mobile PC Guys, Inc and if the Customer shall permit the equipment to be otherwise repaired or adjusted The Mobile PC Guys, Inc shall not be responsible for any loss of usage or damage to the equipment suffered by the Customer.

9. THE Customer shall not make or permit or suffer to be made to the equipment any additions, alterations, modifications or repairs by anyone other than authorized representatives of The Mobile PC Guys, Inc, or such technicians employed by the Customer as have been approved for that purpose by The Mobile PC Guys, Inc and shall carry out any such work in accordance with the recommendations The Mobile PC Guys, Inc shall have given to the Customer.

10. THE obligations under this Agreement of The Mobile PC Guys, Inc to provide maintenance service do not extend to cover maintenance replacement and repairs necessitated by:-

(a) Any additions, alterations, modifications or repairs not authorized as in Clause 9;

(b) Equipment being used in a manner not in accordance with the instructions and recommendations of The Mobile PC Guys, Inc.

(c) Negligence or want of care in use of equipment;

(d) Damage caused by an Act of God, storms, tempest, floods, earthquakes, enemies, riots, strikes, lockouts, fires, explosions, accidents and other things beyond the control of The Mobile PC Guys, Inc.

(e) Customers failure to maintain current equipment capable of operating to a best practices security environment. This includes out of date operating systems and other software or hardware past it's manufacturers life.

11. (a) IF the provision by The Mobile PC Guys, Inc of maintenance service is prevented, hindered or delayed by reason of any cause or causes beyond the control of The Mobile PC Guys, Inc and which cannot be overcome by due diligence, The Mobile PC Guys, Inc shall be excused from performing the maintenance service to the extent that it is necessarily prevented, hindered or delayed thereby during the continuance of any such happenings or events and the maintenance service shall be deemed to be suspended so long as and to the extent that any such cause prevents or delays its performance.

(b) THE MOBILE PC GUYS, INC shall give notice in writing to the Customer within a reasonable time after the happening thereof of the nature and extent of such major condition claimed to exist and the terms and conditions of paragraph (a) Hereof shall not become operative unless such notice has been given.

(c) The charges shall abate so long as the maintenance service shall be suspended.

12. THE MOBILE PC GUYS, INC shall provide a maintenance service for the equipment at all times during the maintenance period and the Customer shall provide without charge to The Mobile PC Guys, Inc adequate facilities for maintenance including electricity, light, ventilation and working storage space.

13. REMEDIAL maintenance as a result of failure of the equipment shall be performed by The Mobile PC Guys, Inc upon notification by the Customer that the equipment or part thereof is inoperative. The Mobile PC Guys, Inc will respond within 24 hours after such notification.

Preventative Maintenance as specified by The Mobile PC Guys, Inc and designed to keep the equipment in good working order shall be performed at a mutually agreeable time during the maintenance period.

14. THE maintenance service hereunder will extend to any equipment added to the equipment set out in this agreement; and equipment installed at other sites as agreed by The Mobile PC Guys, Inc.

15. THE MOBILE PC GUYS, INC shall not be liable for any indirect, special or consequential damages in connection with or arising out of the furnishing of maintenance performance or use of any item of equipment or service provided under this Agreement.

16. (a) THIS Agreement shall be governed by the Law of the State of Tennessee regardless of customer location.

(b) THE terms and conditions of this Agreement supersede those of all previous agreements between the parties with respect to the Maintenance of the equipment specified in this Agreement and no other terms and conditions shall be included or implied unless agreed to in writing signed by an authorized officer or representative of each of the parties to this Agreement.

(c) ANY notice to be given pursuant to this Agreement shall be in writing and delivered or sent by prepaid post to the address shown herein or to the last known place of business of the party to receive same

17. The Mobile PC Guys, Inc reserves the right to limit the extent of this service agreement if it deems the customer is abusing the agreement to the following formula. Number of computers times 10 hours of service per year.

18. The Mobile PC Guys, Inc is not responsible in any way for data loss and customer agrees to hold harmless The Mobile PC Guys, Inc

19. The Mobile PC Guys, Inc is not responsible loss of customers equipment while in our shop due to for fire, theft or natural disaster.

20. The Mobile PC Guys, Inc or the customer may cancel the agreement at anytime with a 30 day written notice. We believe in taking care of our customers and allowing them the option should they not be happy with our service to change to the provider of their choice.

21. The equipment in Schedule A is covered under this agreement, should the customer change or replace a piece of equipment it must be reported to The Mobile PC Guys, Inc so the list may be updated. Should additional computers or servers be added and not replaced the additional charges of \$35.00 Per month – Per Computer or Server will apply.

The Mobile PC Guys, Inc

Date_____

Customer

Date
