



# Monthly Maintenance

# Agreement



## MAINTENANCE AND SUPPORT AGREEMENT

This agreement has been made on \_\_\_\_\_ between:

**Net-Works PC Repair** (hereby known as the "Provider") and

\_\_\_\_\_ with its primary place of business at \_\_\_\_\_  
(hereby known as the "Customer").

### 1. DEFINITIONS

In this agreement the following words and expressions shall have the following meanings:

**"Equipment"** means the equipment defined in Appendix A of this agreement;

**"Site"** means the primary place of the customers business;

**"Maintenance Charges"** means the charges that are to be paid by the Customer to Net-Works PC Repair for services specified in the Table List of Maintenance Plans of this agreement;

**"Maintenance Services"** means preventative maintenance and remedial maintenance services required to keep the Customers equipment in good working condition.

**"Service Hours"** means hours between 5:00PM and 5:00AM

### 2. TERM

This agreement shall commence on \_\_\_\_\_ (hereby known as the "Commencement Date") and shall remain in full force for the period of \_\_\_\_\_ months (hereby known as the "Agreement Period") unless terminated in accordance to clause 9.

Thereafter, this agreement will automatically renew for an additional \_\_\_\_\_ month(s) renewal terms, provided that the Customer pays the current renewal fee to the Provider, or unless either party terminate this agreement in accordance to clause 9.

### 3. MAINTENANCE CHARGES

The Maintenance Charges shall cover all services provided in Clause 4. However, the Maintenance Charges will not cover the costs of any parts, software, manuals, materials, travel or other disbursements which may be necessary or requested by the customer. The customer will be billed separately for these costs as they occur.

Maintenance Charges are payable to the Provider.

The Customer shall pay all other costs within thirty day of receipt of invoice.

The Provider shall be entitled to adjust the monthly maintenance charge by giving the Customer thirty day written notice and will take effect when the next maintenance charge is due.

No such adjustment will take place within the initial Agreement Period.

### 4. MAINTENANCE SERVICES

The Provider agrees to provide the Maintenance Services to the Customer in respect to the equipment on the terms and conditions set out in this agreement.

The Provider shall provide technical support & preventative maintenance services during the service hours at intervals necessary to keep the Equipment in good working condition.

The Provider shall provide technical support & remedial maintenance services outside the Service Hours when notified by the Customer that the Equipment is inoperative. The Customer shall pay the hourly fee charges as specified in Appendix C of this agreement. The Provider shall endeavor to respond promptly and if possible, within 24 hours to requests for technical support & remedial maintenance.

The Provider shall only provide remedial maintenance outside the Service Hours if requested by the Customer, for which the Customer will pay the charges for the appropriate Fees specified in Appendix C.

After the signing of this agreement, in exchange for the payment of the Maintenance Charge, the Provider will perform one of the following maintenance plans:

## Monthly Maintenance Plans

<b>Plan 1</b>	<b>Plan 2</b>	<b>Plan 3</b>
Remote Monitoring of <ul style="list-style-type: none"> <li>• Onsite Backup Solution</li> <li>• Threat Protection Status</li> <li>• Server Performance</li> </ul>	Remote Monitoring of <ul style="list-style-type: none"> <li>• Onsite Backup Solution</li> <li>• Threat Protection Status</li> <li>• Server Performance</li> <li>• Server Hardware</li> <li>• Networked Printer Health</li> </ul>	Remote Monitoring of <ul style="list-style-type: none"> <li>• Onsite Backup Solution</li> <li>• Threat Protection Status</li> <li>• Server Performance</li> <li>• Server Hardware</li> <li>• Networked Printer Health</li> <li>• Workstation Health</li> <li>• Workstation Hardware</li> </ul> File Maintenance <ul style="list-style-type: none"> <li>• Unwanted Software Removal</li> <li>• Accumulated file cleaning "recycle-bin, temp files etc."</li> </ul>
	Monthly Statistics Reporting	Monthly Statistics Reporting
	1 Additional Hour Remote Support	2 Additional Hours Remote Support
		Install Updates for <ul style="list-style-type: none"> <li>• Threat Protection</li> <li>• Server Operating System</li> <li>• Workstation Operating System</li> </ul>
		<ul style="list-style-type: none"> <li>• After Hours Support</li> </ul>
<b>\$80 Per Server</b> + (Tax)	<b>\$120 Per Server</b> <b>\$5 Per Workstation</b> + (Tax)	<b>\$160 Per Server</b> <b>\$10 Per Workstation</b> + (Tax)

All additional work not listed above shall be performed at the Provider's sole discretion and at its then-current standard hourly rates. Additional work is subject to other written agreements the Provider may require.

Maintenance will commence on a mutually agreed upon date, and will be performed monthly (1 time per month).

Scheduled monthly reoccurring maintenance date: \_\_\_\_\_

#### 5. Unavailability

The provider will notify the customer within 10 business days of any changes in availability such as vacations, out of town appointments, etc, and reschedule the agreed upon services to a more appropriate date for that month.

#### 6. CUSTOMER'S OBLIGATIONS

The Customer will cooperate with the Provider in connection with the Provider's performance and provide full and free access to the Equipment, adequate working space and facilities such as electrical outlets within a reasonable distance from the Equipment.

The Customer shall obtain, keep and make available to the Provider machine readable copies of all programs, operating systems, drivers and data files relating to the Equipment. The Provider does not take any liability from the Customers inability to use its machine readable data.

The Customer shall not modify, create any derivative work of, or incorporate any other equipment into the network or any portion thereof. The Provider shall not be responsible for any maintenance of, or the repair of problems or malfunctions caused by any modification or enhancements made by the Customer or by anyone else other than the Provider.

#### 7. BACK-UP

Any additional labor incurred in attempting to recover lost files whether or not the Customer has maintained proper backup procedures, will be charged at the Provider's hourly rates specified in Appendix C plus any additional recovery fees.

#### 8. WARRANTIES AND LIABILITY

Maintenance Service provided under this agreement does not guarantee un-interrupted operation of the Customers computers, peripherals and network related to regular work.

In no event shall the Provider, its directors, officers, employees and/or consultants be liable for any damages including loss of business, loss of profits, loss of data, loss of opportunity or any other indirect or consequential loss of damage whatsoever in connection with the Provider's performance under this agreement.

The Provider shall have no responsibility or liability to correct, validate, bring into compliance or any other remedy that any problem with the programs that is caused in whole, or in part by the improper or inadequate installation of the Customer, or any incompatibility of the Customers environment, hardware or software with the programs.

## 9. TERMINATION

The Provider may terminate this agreement at any time by giving at least 15 day prior written notice to the Customer not earlier than 30 days from the Commencement date.

The Customer may terminate this agreement immediately at any time provided that it is the Customers responsible for the full amount of all maintenance payments due through the end of the term, unless the termination is due to a contract breach by the Provider.

Either party may terminate this agreement immediately at any time by notice in writing if:

- The other party commits a breach of this agreement and fails to remedy it within a reasonable amount of time; or
- The other party ceases to continue its business or substantially the whole of its business; or
- The other party is declared insolvent or a liquidator, manager, trustee, receiver or similar officer is appointed over any of its assets.

## 10. SEVERANCE

If any provision of this agreement is held invalid, unenforceable or illegal for any reason by court of competent jurisdiction, the validity, enforceability or legality of the remainder of this agreement, shall not be in any way affected or impaired thereby.

## 11. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance to the law of the State of West Virginia and the parties submit to exclusive jurisdiction of the courts of Mercer County.

## 12. NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the most recent email address, fax number or address notified to the other party, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

## 13. NON WAIVER

The failure of either the Customer or the Provider to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

## 14. THIRD PARTY RIGHTS

This agreement does not create any rights in any third parties, except assigns, successors of heirs expressly permitted hereunder.

The Provider By:

Customer By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Business Title

\_\_\_\_\_  
BusinessTitle

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A

Details of Equipment



## APPENDIX B

### Optional Retainer

Monthly Maintenance Retainer: \_\_\_\_\_ for initial \_\_\_\_ hours of monthly support

During the initial \_\_\_\_ hours of monthly support:

- Remote Support Incidents within Service Hours are charged in 30 minute increments
- On-site Support Incidents within Service Hours are charged in 30 minute increments with a one hour minimum charge plus travel expenses stated below.
- Any additional work performed for the Customer beyond the initial agreed monthly support plan are charged at the rates below in Appendix C:

## APPENDIX C

Hourly Fees as of 1/1/2015 M-F 9am-5pm \$65.00, M-F After Hours \$90.00

Weekend Fees \$120 first hour not including additional fees.

Callout Fee Outside of Princeton, WV \$160 includes first hour.

Travel beyond 45 miles round trip will be \$.58 per mile.