



Network Maintenance Agreement

AGREEMENT made this _____ day of _____, 20____,

between DBis Systems and _____

1. General Terms

Customer Information

- a. Business Name _____
- b. Contact _____
- c. Address _____

- d. Phone _____
- e. Email _____

- f. Term: Monthly Recurring
- g. Commencement Date: The date on which this Agreement is signed
- h. Expiration Date: Following due date after 30 days of cancellation
- i. Service Calls Savings are based on a per call basis of \$45.00 per hour
- j. Response time:

- All calls will be responded to in order of incoming requests.
- If Customer issue(s) has\have Customer shut down, adjustments may be made to the order of response in order to address the more serious issues.
- Response will be made on-site or remotely via the Internet. The determination of how a call will be responded to is at the sole discretion of DBis Systems.
- Standard service hours are Monday through Friday from 10:00 am to 5:00 pm CST (except holidays). Saturdays, Sundays, and Holidays service requests may be responded to at a higher percentage rate as per the chart below.
- All service requests from Customers who have and maintain this agreement with DBis Systems, will be responded to before any other Customer's service request.

k. Service Agreement Billing Rates:

Please X one of the following plans:

PLAN	PLAN TYPE	RECURRING MONTHLY	SAVINGS
___ Level One	2 Hour Plan	\$80.10 per month	(\$40.05\hr = 11% Savings)
___ Level Two	4 Hour Plan	\$144.00 per month	(\$36.00\hr = 20% Savings)
___ Level Three	6 Hour Plan	\$189.00 per month	(\$31.50\hr = 30% Savings)
___ Level Four	8 Hour Plan	\$216.00 per month	(\$27.00\hr = 40% Savings)

I. Guaranteed Pricing

DBis Systems reserves the right to change service pricing at any time. However, as long as this agreement is kept current by the Customer and Customer makes timely payments, there will be no price increase adjustment made to this agreement. Should the Customer decide to cancel this agreement and at a later time decide to re-enter into this agreement, if an opening is available, new current rates will apply and the new rates will fall under same guaranty.

m. **Trip Charges:** No trip charge will be applied if response is made remotely via the Internet or the dispatched location is within 10 miles of our Alvin office. If dispatched location is beyond the 10 mile radius, a \$25.00 trip charge will apply each trip. Customer will not qualify for this package if dispatched location is beyond a 50 mile radius.

2. **Service Call Charge Above Plan Coverage:** Pricing for maintenance or repairs for hours that go beyond the remaining hours of each plan are shown in the chart below. Only the remaining current month's time may be applied for any service call under any plan. No hours from future months of any plan may be applied toward any service. Any repair which requires more hours than the Customer's remaining hours at the time of service will be subject to the rates listed in the chart below. Any remaining plan time used in service calls after hours, Saturdays, Sundays, and holidays will be accelerated at the same percentage as in the chart below.

Service Time	2 Hour Plan	4 Hour Plan	6 Hour Plan	8 Hour Plan
Monday–Friday 10AM - 5PM	\$45.00/hour	\$40.50/hour	\$38.25/hour	\$36.00/hour
After-Hours & Saturdays	\$67.50	\$60.75	\$57.38	\$54.00
Sundays & Holidays	\$90.00	\$81.00	\$76.50	\$72.00

3. **Parts and Availability:** Parts required for replacement will be provided and charged at DBis Systems' standard pricing. All parts purchased from DBis Systems will carry the manufacturer's warranty. DBis Systems will provide installation services for additional parts purchased by the Customer from other sources, without warranty from DBis Systems on the part. "Parts" are defined as components, such as, but not restricted to the following items: CPU's, motherboards, floppy drives, hard drives, memory, video cards, network interface cards, keyboards, mouse, trackballs, monitors, power supplies, CD-ROMs, sound cards, cables, routers, hubs, modems, bridges and switches.

4. **Agreement Cancellation:** If Customer decides to cancel the plan, Customer must give DBis Systems a thirty day (30) notice of cancellation. If another monthly payment is due within this thirty (30) days, Customer agrees to submit said payment. Service requests will continue at the rates defined in this agreement until the expiration date after the thirty (30) days notice of cancellation.

5. **Reoccurring Issues:** If the Customer notifies DBis Systems within two days of a service call, that the problem for which that service call was made has reoccurred, DBis Systems will evaluate the problem at no charge to the Customer. Upon evaluation, DBis Systems reserves the right to repair the problem at no charge to the Customer, unless DBis Systems determines that the problem reoccurred because alterations were made or instructions were not followed by the Customer, their agents, representatives, or employees. In which case, service will be charged against the remaining time in the Service Plan and above if necessary.

6. Software:

a. During DBis Systems first visit to Customer's establishment, after this agreement is signed, DBis Systems will install a VNC program on each computer that may be serviced under this agreement. This software will allow DBis Systems to access the computer remotely for service. In order for DBis Systems to access Customer's computer(s) remotely via this software, the computer must be running. Some changes to Customer's router may also be needed in order to allow the access. The Customer will have router information available. There is no charge to the Customer for DBis Systems performing this install.

b. DBis Systems will install software purchased by the Customer and will contact the software manufacturer, if necessary, in an effort to resolve any "bugs" or compatibility issues with the software. However, DBis Systems disclaims all liability for the failure of any software, (installed by DBis Systems or not) to work properly, or for its intended purpose on the Customer's network or on any individual computer serviced under this agreement.

7. **Loss of Data:** The Customer represents that it has established and regularly follows procedures for fail-safe backup of data. The Customer further explicitly agrees that DBis Systems shall not be held responsible for the integrity or existence of any data on the Customer's network or any individual computer of the Customer; and that the Customer will indemnify, defend and hold harmless DBis Systems for the corruption or loss of any data of the Customer, or of any the Customer's parties.

8. **Incidental and Consequential Damages:** The Customer explicitly agrees that DBis Systems shall not be responsible for incidental or consequential damages arising from the Customer's inability to gain access to its network or any individual computer during any service call made by DBis Systems or for any loss suffered by the Customer as a result of any subsequent equipment failure, without limitation.

9. **Indemnification:** In addition to, and not in limitation of, disclaimers of liability made by DBis Systems for hardware and software damage in any other portion of this agreement, for any hardware or software failure for which a Service Call is initiated by the Customer to DBis Systems, which failure has the effect of causing loss to any third party, whether by delay, loss or corruption of data, loss or benefit of any contracts, or any other loss, the Customer shall indemnify, defend and hold free and harmless DBis Systems from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, sums paid in private rights of action or in settlement of claims, legal fees, consultant fees and expert fees) which arise during or after the term of this agreement as a result of such failure.

10. **Equipment & Building:** Although DBis Systems will take every appropriate measure to ensure no equipment or building damage occurs on it's behalf during a service call, the Customer represents that DBis Systems shall not be responsible for damage to any of the Customer's equipment or any portion of the building thereof.

11. **Late Penalties:** Failure to fund this agreement within the approved account terms or date designated by this agreement will result in late fees of ten percent (10%) of the total balance due. Failure to fund this agreement at any time during the agreement period will result in a suspension of service until all amounts due are brought current within the stated terms.

12. **Collection of Payment:** With respect to any action by DBis Systems to collect payment due under this contract, the Customer agrees to pay all costs of such collection, without limitation, costs of suit, expenses, and reasonable attorney's fees.

13. **Change / Addendums:** The terms of this contract may not be modified in any way unless requested changes are submitted in writing, agreed to and signed by all parties hereto.

Sign _____

Sign _____

Print _____

Print _____

Date _____

Date _____

DBis Systems Representative

Customer Representative