



TEXAS COMPUTER SCOUT SERVICE AGREEMENT

1. Parties

TEXAS COMPUTER SCOUT, PO Box 1274, Gainesville, TX 76241-1274 (hereinafter called "TCS") for good and valid consideration agrees with _____ (hereinafter called "Customer") to furnish certain Information Technology related services as provided in this Agreement.

2. Introduction

WHEREAS, TCS is in the business of managing computer and software systems;

WHEREAS, the Customer desires that TCS manage and support for the particular use of the Customer, a Technology System, consisting of certain hardware and software programs to be used by the Customer and supplied to the Customer from sources other than TCS.

NOW, THEREFORE, in view of the covenants herein contained and the Agreements hereunder taken, the parties hereto agree to as follows:

3. Definitions

- a. The term "Technology System" as used in this Agreement refers to the hardware and supported software owned by Customer which is used to operate its business.
- b. The term "Service Agreement" is defined in this instance as the agreement of TCS to support the Customer's Technology System as described herein by managing from a remote location with periodic on-site support and with emergency support available on demand.

4. Term

TCS will provide the client with Technology System support for an initial term of one year following the execution date of this Agreement. TCS will give the customer 30-day notice of renewal for additional one-year terms unless the customer gives written notice of non-renewal 30 days before the agreement is set to renew. Please be aware that if agreement is canceled during any term Customer agrees to an early termination fee equal to one and a half's monthly rate.

5. Services Provided

Services provided under this agreement which are all included in the monthly fee charge:

- a. Not less than one monthly visit and interview with available users
- b. Network Administration
- c. Proactive Support and Maintenance
- d. Centralized Services and Tools
- e. Reactive Support (remote or onsite as deemed necessary by TCS)
- f. Annual Security Risk Assessment Reports

Monthly Level of Services: Customer has selected a **Monthly Plan** providing for two (2) service hours at a charge of \$35 per computer (desktop/laptop/iPad) to be billed monthly in advance. Hours do not accumulate from month to month as a carry-over from previous months. Hours required or requested in excess of the monthly minimum will be billed at \$75 per hour and monthly time in excess of five (5) hours will be billed at \$95 per hour.



New Customer Evaluation. TCS must survey and assess the current condition of the Customer's entire Technology System for a one-time fee = \$75.00 for Home Office and \$150.00 for each Commercial Business Office location.

6. Exclusions

The following are not covered under this Agreement and will be charged and billed separately:

- Hardware and software repairs, purchases or replacements
- Projects; defined as any service designed to add or increase functionality or capacity that requires lengthy amount of time of dedicated service such as server installations, more than three workstation installations at one time, and other special events. Project work will be identified to the customer as such and must be approved before any work is performed. Project work will be contracted for and invoiced separately from the monthly rate.
- After-Hour Support (Regular business hours are Monday - Friday (8am - 5pm))

7. Payment

TCS' minimum fee for Customer for services described above is **\$75.00** plus tax monthly in advance for the term of this said Agreement. Invoices shall be processed and e-mailed on the 1st of each month by TCS. Payments for Services rendered shall be paid by net 10 terms. Any payment not made in a timely manner shall bear a late fee of 1.5% per month.

8. Response time and service level agreement

TCS wishes to keep the customer's technology system in peak performance, all requests are treated as a high priority and service needs will be addressed as quickly as possible. Remedy or correction necessary is based on level of technical difficulty or replacement equipment availability. The customer will be notified of the estimated time to resolution at the time of service or diagnosis of issue.

9. Customer Obligations

Customer shall provide reasonable access to its premises and hardware installation, including remote access to the customer's server and/or any computers that need to be monitored and serviced, as is necessary to provide TCS the opportunity to maintain the technology system. Customer hereby warrants and agrees that it shall at all times maintain all required licenses for its software, provide all hardware in the condition necessary to highest and best use, maintain active subscriptions to a high level anti-virus software, and maintain secure (off site or cloud, if possible) Technology System backups .

10. Confidentiality

- a. TCS agrees to keep in confidence and not disclose to others the internal structure of the client or its marketing strategies along with sensitive information that may be kept in systems maintained by TCS.
- b. The customer agrees to limit access to the technology system, data and account information to those employees or consultants who require such access in order to use the technology system in furtherance of the customer's business.
- c. The customer shall take all reasonable precautions to maintain the confidentiality of the Technology System, but not less than that employed to protect its' own proprietary information.



11. Standard Terms and Conditions

Customer has been provided with the **TCS Terms and Conditions (2019)**, which terms and conditions are incorporated fully into this Agreement by reference and consist of a two page list of the additional rights and obligations of the parties hereto; the **TCS Terms and Conditions (2019)** are also found at www.computer-scout.com.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 20__.

Customer

_____ Customer Address: _____

Signature: _____

Printed Name: _____, its _____

Date: _____

TEXAS COMPUTER SCOUT

Signature: _____

Printed Name: _____

Date: _____