

# Computer+Medic

## Service Contract Agreement

This agreement is made between Computer+Medic herein known as "The Vendor" and \_\_\_\_\_ herein known as "The Client" this \_\_\_\_ day \_\_\_\_\_, 2008 continuing for 12 consecutive months ending the \_\_\_\_ day \_\_\_\_\_, 2009.

Included within this agreement vendor agrees to provide client with the following services. All annual contracts are billed the 1<sup>st</sup> day of each month with payment expected no later than the 15<sup>th</sup> of each month. First month will be prorated with initial invoice being sent within 3 days of execution of this contract and payment of invoice expected within 15 days of execution of this contract as dated above.

(USE ONLY 1 of the items below or complete the alternate pricing option)

5 hours monthly emergency services at a rate of \$250 per month for each \_\_ offices totaling \_\_ offices

10 hours monthly emergency services at a rate of \$400.00 per month for each \_\_ offices totaling \_\_ offices

15 hours monthly emergency services at a rate of \$525.00 per month for each \_\_ offices totaling \_\_ offices

Alternate Pricing as agreed upon by both parties

\_\_\_\_ hours monthly emergency services at a rate of \$\_\_\_\_.00 per month for each \_\_ offices totaling \_\_ offices

*(Include a separate Service Contract Client Information Supplement for each office)*

Further Vendor agrees to

1. Provide Client with 3 months services for any computer related business as deemed needed by the Client during the first 3 months of this service contract
2. Provide monitoring services of all computer systems being used as a Servers within the office(s) as selected above
3. Provide quarterly service inspections of all printers recommending replacement of toner and or fuser at the expense of the Client.
  - a. Should client agree to have Vendor purchase these items, additional charges along with receipt for all items purchased will be included within next invoice billing period
  - b. Installation of these items is included free of charge.

4. Provide a minimum of monthly reporting of all devices being monitored
  - a. Reports may be emailed to the contact of record for the Client by Vendor
  - b. Reports may be provided via access to the Vendor Internet Web Site
5. Initial inspection of all office computer systems for the following recommended services
  - a. Virus protection
  - b. Spyware protection
  - c. Internet connectivity
  - d. Automatic System Updates via vendor provided automated systems
  - e. System configuration as recommended by software vendor
  - f. Inspection of system ventilation and operating temperature
  - g. Inspection of all computer peripheral devices

Client agrees to:

1. Provide a single point of contact for all communication between Vendor and Client
  - a. Single point of contact will have authorization to approve any additional services as may be required for additional time billed which exceeds base contact amount as selected above
  - b. Single point of contact will have authorization to approve any additional flat rate services as agreed up on by both Client and Vendor whether "Verbal" or in "Writing", such as but not limited to, quarterly printer maintenance
  - c. Single point of contact will have authorization to approve payment of any invoices received
2. Provide access to office computers as needed when a system emergency event occurs
3. Provide Vendor any change in point of contact as soon as possible so as not to cause inability to reach Vendor should any system problem occur
4. Client agrees to allow Vendor to install its proprietary monitoring software
  - a. Vendor software does not access any client or other data which might be considered proprietary or personal in nature. Further, monitoring software will only access and transmit to Vendor hardware related data including but not limited to; Motherboard Temperature, Hard Disk total and remaining capacities, CPU Temperature and load, or other monitoring as agreed upon by both Client and Vendor.
  - b. Vendor agrees to full source code disclosure upon any HIPAA compliance audit
  - c. Client agrees to confidentiality agreement with regard to such supply of source code
  - d. Client agrees to allow Vendor removal of monitoring software should a time arise where Client

and Vendor no longer are under contractual agreement as doing business with one another.

Computer+Medic

**Service Contract Client Information Supplement**

Primary Contact Name: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Primary Contact Office Phone: \_\_\_\_\_

Primary Contact Cellular Phone: \_\_\_\_\_

Primary Contact Other Phone: \_\_\_\_\_

Contracted Address: \_\_\_\_\_

Contracted Address 2: \_\_\_\_\_

Contracted City: \_\_\_\_\_

Contracted State: \_\_\_\_\_ Contracted Zip-Code: \_\_\_\_\_

Computer+Medic Contract for Service