



Service Maintenance Agreement

CLIENT INFORMATION

Name: _____ **Contact:** _____
Address: _____
City: Bradenton **State:** Florida **Zip:** _____
Telephone: _____ **Service Location(s):** _____

List of Equipment and Serial Numbers (if available) to be included in this Agreement:

Support Services - I/We the owner or authorized person of the premises described above, authorize ODI Consulting, Inc. hereafter referred to as "ODI" to furnish all service work necessary to maintain the computers and network equipment specified above. All services performed will be listed on Work Orders, which shall be completed and signed by company representatives on a per-trip basis. Said services will include support for network hardware & network operating systems software (exclusive of cabling), computer hardware & operating systems software, and all peripherals listed above. Technical support via telephone shall be attempted—when ODI technicians deem it advisable—to eliminate difficulties prior to scheduling onsite service calls.

Fees - Support services described herein will be billed at the monthly rate of \$ _____ per workstation x _____ units, and \$ _____ per workstation x _____ units. Any changes made by ODI Consulting to this contract or the fees herein will be submitted, in writing, to the client 30 days prior to commencement of said changes.

Payment Schedule – Fees listed above are based on a quarterly payment. Client also has the option to prepay: in monthly installments with the addition of a 10% monthly surcharge, or annually with an 8% prepayment discount:

- Monthly payment:** \$ _____ plus applicable taxes
- Quarterly payment:** \$ _____ plus applicable taxes
- Annual payment:** \$ _____ plus applicable taxes

Hardware - I/We understand that all replacement hardware necessary to maintain products serviced hereunder shall be:

Provided by ODI as needed at cost plus 15% markup. (Original invoices shall be provided for said products at client's request.)

OR

Provided by ODI inclusive within the terms of this contract, subsequent to an annual prepayment (specified below) equal to 15% of the estimated value of all systems

included in the scope of this contract (specified below).

ODI technicians have determined a hardware value of \$ _____ for the contracted systems. I/We agree to prepay 15% of this value (\$ _____ annually) in exchange for the inclusion of replacement hardware, as detailed above, within the scope of this contract.

Provided by ODI inclusive within the terms of this contract

Software limitations - I/We understand that any and all software packages (other than any stipulated herein) are not covered under the basis of this agreement. ODI in no way guarantees that software "bugs"/defects within the product will be covered under this agreement. Further, incompatibilities arising between hardware and software due to inherent software issues will not be serviced under this agreement, and any service work performed to correct these issues shall be billed at ODI's standard hourly rate(s).

Approval/Maintenance of Hardware - I/We understand that any and all equipment shall be supported under the terms of this agreement only after evaluation and maintenance are performed by an ODI technician. The evaluational service call--to include documentation and archiving of hardware and configuration files, and diagnostics of all item--shall be charged per computer system at the rate listed below and shall be required no less than once per year to continue eligibility under the terms of this contract. ODI makes recommendation (at the clients' discretion) that computer system cleanings be performed twice per year, at the applicable system cleaning rate. Service work for non-approved hardware shall be billed at ODI's standard hourly rates.

Evaluation Service Call: \$ _____ per sys x
Total Evaluation Fees: \$ _____

Service Limitations - I/We understand that services do not include repairs to products caused by:

- a. Use of supplies and consumables, or such items not designed for use with items included under this service contract (i.e. Ribbons, Print Heads, Toners, Batteries, etc.)
- b. Accidents, natural disasters (lightning, flood, etc.), improper use of equipment and/or damage due to transportation by client.
- c. Work performed by personnel other than ODI Consulting, Inc. employees or subcontractors, or other such causes beyond ODI's control.

I/We further understand that support services do not include *data protection* or *data recovery*. Services related to these issues shall be billed at ODI's standard hourly rates.

Clients' Responsibilities - I/We understand that the following are deemed to be the clients' responsibility:

- a. Incorporating any Data Protection methods necessary (i.e. Tape backups, mirrored hard drives, etc.) to preserve clients' data against possible loss/corruption.
- b. Following procedures external to the products for reconstruction of lost or altered files, data or programs.
- c. Security of proprietary and confidential information.

Collections - I/We understand that all past due accounts may be sent to ODI's collection agency for immediate collection and will be assessed a 1.5% per month late fee on any outstanding balances. Any costs incurred for collection of outstanding debt—including attorney's fees—shall be paid by the client. Returned checks are subject to a \$35.00 charge.

Limitation of Warranty/Liability - I/We agree that ODI shall not be held liable under any circumstances for any loss or damage, direct, consequential, or incidental arising out of the inability to utilize software/hardware as desired. In no event shall ODI be held liable for any loss of use, revenue, or anticipatory profit due to delays in completion of service work performed by ODI. I/We understand that ODI Consulting, Inc. makes no guarantees, beyond those stipulated in writing, as to satisfaction or as to the usability of any and all service work performed on or after the date of this contract. Client agrees to ODI's Conditions of Sale, as set forth on the reverse of invoices and workorders, and as stipulated on ODI's website. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE. NO OTHER WARRANTY, EITHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED.**

Remedies - For any breach of this Agreement by ODI Consulting, Inc., clients' remedy shall be limited to refund of support charges paid by client during the period of breach, provided, however, that ODI Consulting, Inc. will not be liable for failure or delays in the performance of its obligations hereunder due to causes beyond its control. **THE REMEDIES PROVIDED HEREIN ARE CLIENTS' SOLE AND EXCLUSIVE REMEDIES.** Client agrees that should any issues arise resulting in litigation, these issues shall be resolved according to the laws of the State of Florida, with venue being proper in Manatee County.

Commencement - I/We understand that this Agreement is valid for a period of 1 year and shall commence thirty-one (31) days after: acceptance of this Agreement by both parties, receipt of first prepayment to ODI as set forth herein, and completion of evaluational service call by ODI on each system as set forth herein.

Client:

ODI:

Signature

Signature

Authorized Rep (Please print)

Keri H. Else

Authorized Rep (Please print)

Title

Dir of Marketing

Title

Date

Date