

OMNETWORKS



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# OM NETWORKS COMPUTER HARDWARE/SOFTWARE SERVICE AGREEMENT

(SEE CONDITIONS ON REVERSE)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE DAY: \_\_\_\_\_ PHONE NIGHT: \_\_\_\_\_

EQUIPMENT: \_\_\_\_\_

PASSWORD: \_\_\_\_\_

TYPE OF CONTRACT (onsite, overnet, or workshop): \_\_\_\_\_

PAYMENT/PERIOD: \_\_\_\_\_

CONTRACT EXPIRY DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

SCOPE OF WORK:

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SIGNED FOR Om Networks Inc: \_\_\_\_\_

DATE: \_\_\_\_\_

## Om Networks Hardware/Software Service Agreement

### Terms and Conditions of Computer Service Agreements

Om Networks Inc (hereunder referred to as the Company.) agrees to maintain the computer(s) on the reverse in normal working order in accordance for the Client (hereunder referred to as the Customer) with the conditions applying to the type of agreement.

- 1) **Maintenance:** Maintaining the computer for the purposes of this agreement means maintaining the hardware, and or software in normal working order. If an engineer is called out under the terms of the agreement and the problem is found to be faulty software or operation - the customer is liable for payment of the call out fee and time spent on the job. The Company is not responsible in any way for any loss of data or productivity due to equipment failure while servicing the equipment. The mouse, keyboard, and external USB peripherals are treated as a consumer able item like DVD media and are not covered by this agreement, or repaired by the Company..
- 2) **Workshop Service:** Means that the customer is responsible for transporting their equipment to and from the workshop for service. Also, the Company reserves the right to remove the equipment to its workshop for repair if deemed necessary during an onsite visit. The Company shall not be liable for any issues originating from transport, setup and operation of the components to and from the customer residence.
- 3) **On-Site Service:** The Company will provide the maintenance at the customer's site as agreed by on the terms of the agreement. If the computer equipment is relocated to a new site, the customer shall inform the company of the new location. If the location is outside the service area of Yolo, Solano, or Sacramento Counties, the Company shall have the right to make a mileage surcharge for the call, or charge an additional premium to hire a subcontractor.
- 4) **Over-Network Service:** The Company will provide over network system assistance as needed at request of Customer. Customer holds harmless Company of any liability, loss or, damage (including data) due to work on equipment, on the network.
- 5) **Misuse of Neglect:** Damage to the device, due to misuse, theft, neglect, accident, tempest, fire, flood, earthquake, or other similar cause is in no circumstance covered by this agreement.
- 6) **Availability of Components:** The Company does not accept responsibility for any repair or any delay in carrying out repairs caused by "difficult to source parts" but will always endeavour to respond promptly and effectively.
- 7) **Unauthorized Service:** The Company shall be entitled to cancel this agreement forthwith should any adjustment or service attention be carried out, except by an engineer employed or approved by the Company.
- 8) **Resulting Damage:** The Company will attempt to respond promptly and effectively to calls for service. It will be under no liability for the loss or damage of any description (computer data included) resulting on the Company's negligence or failure to act promptly.
- 9) **Serial numbers:** The Company shall cease to be further bound if the serial number, OS software keys, or other identification marks are removed,
- 10) **Time of Service:** The Company will carry out service at the request of the customer and only during hours that are reasonably practical. The Company does not carry out service on weekends or Public Holidays.
- 11) **Termination of Service Agreement:** The agreement will terminate at 5pm on the day noted on the agreement form. If the agreed agreement is being paid monthly by the customer and for some reason the payments stop, the agreement will terminate.
- 12) **Modification or Transfer of Agreement:** The terms and conditions of this agreement cannot be altered except by written agreement with the Company. Nor is the agreement transferable except with the written consent of the Company.

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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