



Monthly Maintenance Service Contract

AGREEMENT made this ____ day of _____, 20____,

between ForgetAbout-IT, Inc. and _____.

1. General Terms

Client

- a. Name _____
- b. Address _____

- c. Phone _____
- d. Email _____
- e. Anti-Virus Desired _____

- f. Term: One Year
- g. Commencement Date: The date on which this Agreement is signed, unless otherwise agreed to by the parties
- h. Expiration Date: The end of the Term.
- i. Service Year: The period from the Commencement Date through the day before the one-year anniversary of the Commencement Date
- j. Service Calls: Support within standard service hours will not incur an hourly charge.
- k. Service Hours:

Standard (unscheduled) service hours are Monday through Friday from 8:00 am to 5:00 pm CST (except holidays). Service calls placed after 3:00 PM may be responded to the following business day, but will still fall within the minimum response time frame.

l. Service Plan billing rates:

Monthly Rate: _____ Number of Workstations: _____ Monthly Total: _____.

- m. **Trip Charges:** Any work which requires a technical dispatch to a customer will incur a trip charge based on mileage and a minimum of one billable hour (per trip).
- n. **Late Fees:** Any invoices not paid in full by the date due will incur a \$25.00 late fee. Any invoices that are past due will incur a \$15.00 penalty for every 30 days they remain past due. If an invoice exceeds 90 days past due, it will be referred to collections.

2. Pricing for work outside of Maintenance Agreement:

Pricing for maintenance or repairs that are not covered under this maintenance agreement will be billed on a time and materials (T&M) basis as follows:

Service Time	With a Maintenance Agreement	Without a Maintenance Agreement
Monday – Friday, 8AM-5PM	No Charge	\$25.00 per quarter-hour
After-hours & Saturdays	\$62.50 per half-hour	\$75.00 per half-hour
Sundays & Holidays	\$75.00 per half-hour	\$97.50 per half-hour

Holidays are defined as any day the U.S. Federal Government is closed for business.

- 3. Parts and Availability:** Parts required for replacement will be provided and charged at ForgetAbout-IT standard pricing. All parts purchased from ForgetAbout-IT will carry a manufacturer's warranty. ForgetAbout-IT will provide installation services for additional parts purchased by the Customer from other sources, without warranty from ForgetAbout-IT on the part. "Parts" are defined as components, such as, but not restricted to the following items: CPUs, 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. Payment is required for parts costing \$50 or less upon delivery of the parts by the technician. Payment is required for parts costing more than \$50 at the time of order.
- 4. Software:** ForgetAbout-IT does not manufacture software. ForgetAbout-IT will install software purchased by the Client and will contact the software manufacturer, if necessary, in an effort to resolve "bugs" or compatibility issues in the software - however, ForgetAbout-IT disclaims all liability for the failure of any software, (whether installed by ForgetAbout-IT or not) to work properly, or for its intended purpose on the Client's network or on any individual computer of the Client. ForgetAbout-IT will install and maintain anti-virus software, anti-spyware software, backup software, and a remote agent on Client's workstations, and client shall not remove them at any time while this contract is in force.
- 5. Remote Access:** ForgetAbout-IT will utilize an installed remote agent to remote into Client's workstation at any time to perform the services agreed to in this contract, and Client shall not impair ForgetAbout-IT's ability to remote in for the performance of said services under the contract. ForgetAbout-IT will make reasonable attempt to contact Client prior to performing remote maintenance so as to minimize inconvenience to Client. Client agrees to maintain broadband internet access throughout the duration of this contract.
- 6. Incidental and Consequential Damage:** The Client explicitly agrees that ForgetAbout-IT shall not be responsible for incidental or consequential damages arising from the Client's inability to use its network or any individual computer during any service call made by ForgetAbout-IT or for any loss suffered by the Client as a result of any subsequent equipment failure, without limitation.
- 7. Indemnification:** In addition to, and not in limitation of, disclaimers of liability made by ForgetAbout-IT for hardware and software damage in any other portion of this agreement, for any hardware or software failure for which a Service Call is made by the Client to ForgetAbout-IT, which failure has the effect of causing loss to any third party, whether or not by delay, loss or corruption of data, loss or benefit of any contracts, or any other loss, the Client shall indemnify, defend and hold free and harmless ForgetAbout-IT 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 as a result of such failure.
- 8. Client's Insurance:** The Client represents that it has procured and maintains a policy or policies of insurance in the amount equal to one hundred percent of the full insurance replacement value, without regard to devaluation for technology advances, of all computer hardware and software on the premises of the Client. Although ForgetAbout-IT will take commercially responsible measures to avoid any activity that would jeopardize or conflict with said insurance coverage maintained by Client or cause the premium charged to the Client to increase, ForgetAbout-IT shall not be responsible for damage to any of the Client's computer equipment or data.
- 9. Failure of Funds:** Failure to fund a contract within the approved account terms or date designated by contract will result in acceleration of payments remaining on the contract as due immediately. Failure to fund a contract at any time during the contract period will result in a suspension of service until all amounts due or the Client account is brought current within the stated terms.

10. Collection of Payment: With respect to any action by ForgetAbout-IT to collect payment due under this Agreement, the Client agrees to pay all costs of such collection, without limitation, costs of suit, expenses, and reasonable attorney's fees.

11. Non-Solicitation Agreement: During the term of this Agreement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any employee, consultant, or subcontractor of the other party without the prior written consent of that party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breach in party with 150 percent of the solicited person's annual compensation.

12. Change / Addendums: This Agreement may not be changed unless in writing and signed by all parties hereto.

Accepted and Agreed on this
DATE: _____

By: _____

Client: _____

Amount paid upon execution of
Contract: _____

By: _____

Method of
Payment: _____

Authorized Representative

Name: _____

Title: _____

13. Credit Card Information: You will see a charge on your next credit card statement from Larson Accounting, they are the accounting firm used by ForgetAbout-IT, Inc..

Type of Card: _____

Card Number: _____

Expiration Date: _____

CVV: _____

Name On Card: _____