



## **EUPHORIA NETWORKS AND MANAGED IT** **RELIABLE. RESPONSIVE. CONFIDENTIAL. WORRY-FREE IT**

Please print, complete and fax to 705-494-6155 immediately to get started. We look forward to serving your IT needs. Thank you!

### **Euphoria Networks IT Block of Time Service Contract For North Bay Area Small to Medium Size Businesses Including SOHO (with at least 3 networked computers).**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Between Euphoria Networks and \_\_\_\_\_.

#### **1. General Terms**

Client

- |                             |   |
|-----------------------------|---|
| a. Name                     | _____   |
| b. Address                  | _____<br>_____<br>_____   |
| c. Phone                    | _____   |
| d. Fax                      | _____   |
| e. Email                    | _____   |
| 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 earlier of the end of the Term or depletion of the Service Plan Hours.  |
| i. Service Year             | The period from the Commencement Date through the day before the one-year anniversary of the Commencement Date  |
| j. Service Contract Savings | Your service contract savings are based on our normal rate of \$125.00 hr   |
| k. Response time:           |   |
|                             | <ul style="list-style-type: none"><li>• Major / Critical outages within two hours. A critical outage is defined as total system inoperability.</li><li>• Minor / non-critical outages within four hours.</li><li>• Moves, Adds, and Changes (MACs) within one business day.</li></ul> |

(Unless a different response timetable is specifically requested and agreed to by both parties)

Standard (unscheduled) service hours are Monday through Friday from 9:00 am to 5:00 pm EST (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.

1. **Service Plan billing rates:** **Refer to Exhibit A**  
 We select the 2, 4 or 8 hour plan \_\_\_\_\_.

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, 9AM-5PM	\$55.00 per half-hour	\$62.50 per half-hour
After-hours & Saturdays	\$69.00 per half-hour	\$85.00 per half-hour
Sundays & Holidays	\$89.00 per half-hour	\$97.50 per half-hour

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

3. **Parts and Availability:** Parts required for replacement will be provided and charged at Euphoria Networks standard pricing. All parts purchased from Euphoria Networks will carry a manufacturer’s warranty. Euphoria Networks will provide installation services for additional parts purchased by the Customer from other sources, without warranty from Euphoria Networks on the part. “Parts” are defined as components, such as, but not restricted to the following items: CPU’s, 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.
4. **Additional Service:** Each time a service call is made, the work to be performed must be indicated upon the initial request for service. Each subsequent service request must be documented as an additional service call and must be scheduled according to the response times in your agreement. A service manager must authorize any additional work requested at the time technician arrives on site.
5. **Depletion of service plan and automatic renewal:** If, at the beginning of, or at any time during a Service Call, our technical engineer determines that the service required will likely deplete the amount of time remaining under the Service Plan then in existence, our technical engineer shall inform the Client, and the Client shall have the following options.
- Continue with the service until the Service Plan is depleted, at which point, if additional service is still required, the Client shall pay to Euphoria Networks their non-contract rate of \$125.00 per hour.
  - Purchase a new Service Plan and continue with service upon payment to Euphoria Networks in the amount of the Service Plan purchased.
  - Discontinue Service and retain any time remaining under the Service Plan, subject to unused time.
6. **Unused Time:** If the Client does not deplete its Service Plan by the end of the Term, any time remaining in the Plan may be applied to a new Service Plan at ½ the value of the time, provided that the Client chooses a Service Plan of equal or greater value.
7. **Recurring Condition:** If the Client notifies Euphoria Networks within two days of a service call that the problem for which that service call was made has reoccurred, Euphoria Networks will evaluate the problem at no charge to the Client. Upon evaluation, Euphoria Networks reserves the right to repair the problem at no charge to the Client, unless Euphoria Networks determines that the problem recurred because alterations were made or instructions were not followed by the Client, their agents, representatives, or employees. In that case, service will be charged against the time remaining in the Service Plan. For the purpose of this paragraph, alterations are defined as: any software download from the Internet, including but not limited to: Java and Active X executables, whether intentional or not; physical damage; physical entry into a computer; connection or disconnection of any cables, component or peripheral; and/or any other changes made by the Client or it’s agents, employees, contractors, licensees or invitees that actually caused the condition to recur.

8. **Software:** Euphoria Networks does not manufacture software. Euphoria Networks 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, Euphoria Networks disclaims all liability for the failure of any software, (whether installed by Euphoria Networks) to work properly, or for its intended purpose on the Client’s network or on any individual computer of the Client.
9. **Loss of Data:** The Client represents that it has established and regularly follows procedures for fail-safe backup of the Client’s data. The Client further explicitly agrees that Euphoria Networks shall not be responsible for the integrity or existence of any data on the Client’s network or any individual computer of the Client; and that the Client will indemnify, defend and hold harmless Euphoria Networks for the corruption or loss of any data of the Client, or of any their parties, whether or not caused by the negligent or intentional conduct of Euphoria Networks.
10. **Incidental and Consequential Damage:** The Client explicitly agrees that Euphoria Networks 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 Euphoria Networks or for any loss suffered by the Client as a result of any subsequent equipment failure, without limitation.
11. **Indemnification:** In addition to, and not in limitation of, disclaimers of liability made by Euphoria Networks 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 Euphoria Networks, 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 Euphoria Networks 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.
12. **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 Euphoria Networks 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, Euphoria Networks shall not be responsible for damage to any of the Client’s computer equipment or data.
13. **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.
14. **Collection of Payment:** With respect to any action by Euphoria Networks 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.
15. **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.
16. **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: \_\_\_\_\_

Recurring Monthly Payment:  
Visa, MC, Amex or Automatic Monthly  
Debit (include a void check)

Authorized Euphoria Networks Representative

Name: \_\_\_\_\_

\_\_\_\_\_

**Exhibit A**

**Up to 2 hours of service per month plan: (2HR)**

- Prepaid monthly – Savings of \$360.00

**Up to 2 hours per month plan**

<b>Rate Plan</b>	<b>Monthly Cost</b>	<b>Effective Hourly Rate</b>
Prepaid Monthly	\$220 per month prepaid monthly	\$110.00

**Up to 4 hours of service per month plan: (4HR)**

- Prepaid monthly - Savings of \$1200.00

**Up to 4 hours per month plan**

<b>Rate Plan</b>	<b>Monthly Cost</b>	<b>Effective Hourly Rate</b>
Prepaid Monthly	\$400 per month prepaid monthly	\$100.00

**Up to 8 hours of service per month plan: (8HR) – BEST VALUE**

- Prepaid monthly - Savings of \$4800.00

**Up to 8 hours per month plan**

<b>Rate Plan</b>	<b>Monthly Cost</b>	<b>Effective Hourly Rate</b>
Prepaid Monthly	\$600 per month prepaid monthly	\$75.00