

# MUTECH Computer Services, Inc.

420 Route 46 East • Fairfield, NJ 07004

**1-888-8-MUTECH**

Tel: (973) 439-0440 • Fax: (973) 439-0618

## SERVICE PLAN AGREEMENT

### CUSTOMER INFORMATION

New Customer

Renewal

Name/Company: \_\_\_\_\_

Attention: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Total Months In Contract: \_\_\_\_\_ Mutech Care Start Date: \_\_\_\_\_ Mutech Care Expiration Date: \_\_\_\_\_

## MUTECH CARE ON-SITE SERVICE AGREEMENT

On-site parts and labor hardware service agreement, same or next day response time, loaner equipment and priority scheduling.

Standard eight business hour response

This Mutech Care agreement is for equipment listed on attached Schedule of Equipment and is subject to the attached standard terms and conditions.

\$ \_\_\_\_\_

## MUTECH CARE VOLUME BLOCK TIME AGREEMENT (VBTA)

Volume block time services can be utilized for on-site support, equipment relocation, system maintenance, troubleshooting, telephone support, installations, reinstallations.

10 Hours     25 Hours     50 Hours     100 Hours

\$ \_\_\_\_\_

This Mutech Care Volume Block Time Agreement is applicable for supported equipment only and subject to the attached standard terms and conditions.

\$ \_\_\_\_\_

Mutech Volume Block Time Discount  
(applicable only with the purchase of Mutech Care and a VBTA package)

Tax: \$ \_\_\_\_\_

Standard eight business hour response

Total: \$ \_\_\_\_\_

By signing this contract, you acknowledge that you have read and understand it and agree to be bound by its terms and conditions. Further, you agree that it is the complete statement of the contract between you and Mutech, and that it supersedes all others, oral or written, relating to the subject matter of this order form.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reseller Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# MUTECH INC. VOLUME BLOCK TIME AGREEMENT (VBTA) TERMS AND CONDITIONS

*This agreement is between "customer" and Mutech Inc. (Mutech Inc.) whereby Mutech Computer Services, Inc., agrees to provide discounted hourly services at the address and at the rates depicted on the Block Time Agreement.*

Mutech Inc. shall, during the term hereof, provide service, including travel time (to a maximum of one half (1/2) hour), and labor at the location indicated on the Block Time Agreement, as requested by the Customer, and as necessary to keep the equipment in the proper working order.

The services provided by Mutech Inc. under this agreement shall include all labor within the discounted block of time. Non-warranty parts shipping fees or other fees are not included.

Block Time services can be utilized for the following:

- Pre-Sales Consultation & Evaluation***
- On-Site Support***
- Equipment Relocation***
- System Maintenance***
- Troubleshooting***
- Installations***
- System Reinstalls***
- Supported Printer Troubleshooting***
- Network Wiring***

Mutech, Inc. shall provide service in accordance with this agreement between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Mutech Inc. shall use its best efforts to respond to calls received before

10:00 a.m. on the same day and to calls received after 10:00 a.m. on the next business day, however, in no event shall the time period for response exceed two (2) business days. In no event shall Mutech Inc. be liable to Customer for any indirect, special or consequential damages or lost profits arising out of or related to this agreement or the performance or breach thereof, or interruption in the operation of the equipment, notwithstanding the fact that Mutech Inc. may have been advised of the possibility thereof.

In the event Mutech Inc. does not respond or in the event Mutech Inc. response exceed two (2) business days from the date of the call, then and in that event Mutech Inc. agrees that there shall be no charge for the subject service to the Customer.

Customer shall be responsible for locking up and/or backing up all data and data files and programs and program files prior to any service being provided by Mutech Inc. under this agreement and in no event shall Mutech Inc. be liable for loss or damage sustained by Customer as a result of the loss of such data or data files or programs or program files.

All charges pursuant to this agreement are payable in advance, or an annual basis and are due on the commencement of the agreement and the renewal thereof.

Mutech Inc. agrees to use its best effort to provide the services required under this agreement in a timely fashion. However, Mutech Inc. will not be deemed in breach

of this agreement should such performance be prevented, hindered or delayed by reason of any cause beyond the reasonable control of Mutech Inc.

The Customer agrees that in no event shall Mutech Inc. liability for breach of this agreement in any manner whatsoever exceed the actual cost of this maintenance contract. In no event shall Mutech Inc. be liable in any matter whatsoever for any damages or for any claim or demand against the Customer by any other party as a result of the breach of this agreement by Mutech Inc. notwithstanding that Mutech Inc. has been advised of the possibility of such damages.

The Customer acknowledges that any and all fees paid for issuance of this agreement shall be non-refundable and shall only be utilized to be applied toward Block Time as per this agreement.

The Customer and Mutech Inc. agree that this contract cannot be assigned by Customer without the prior written consent of Mutech Inc.

There are no warranties, expressed or implied, including, but not limited to, any warranties or merchantability or fitness for particular purpose.

Additional materials charge of \$45.00 applies per node (materials fees subject to change.)

A schedule of Mutech Inc. company holidays is available upon request

Client Name \_\_\_\_\_ Location: \_\_\_\_\_

Agreement # \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reseller Signature: \_\_\_\_\_ Date: \_\_\_\_\_