

Precision Computers, LLC



Equipment Service Plans 2008



Priority Service Agreement Plans

For Business and Commercial Clients

Priority Service Agreement (PSA) Plan Types, Benefits, & Pre-Qualification

PSA Plan Choices:

- **PSA Level 1 (PSA1) (Workstation \$349 - Server \$999)**

Pre-Pay the Annual (Per Machine) Rate and receive the following:

- All On-Site Service Calls and Labor Included
- 4 Hour Response Time on "Emergency" Service Calls (weekdays 9-5)
- System Updates for Windows and Antivirus Programs
- System Hardware Tune-ups and Cleaning (as needed)
- Annual Hardware Report
- Remote Access Support for All Systems Under Coverage
- System Upgrade Protection (25% off Labor Cost Towards any Hardware Upgrades Purchased From Precision)

- **PSA Level 2 (PSA2) (Workstation \$229 - Server \$699)**

Pre-Pay the Annual (Per Machine) Rate and receive the following:

- Reduced Rates for On-Site Service Calls
- 24hr Response Time on Emergency Service Calls (weekdays 9-5)
- System Updates for Windows and Antivirus Programs
- Remote Access Support for All Systems Under Coverage

- **Priority Service Agreement (PSA) Plan Pre-Qualification**

In order for equipment to qualify for the PSA

- The equipment must be in good working order (Operating Systems: Windows 2000 or above)
- The equipment must be inspected by a Precision Computers Authorized Technician
- Any System Repairs Necessary Must be Performed Prior to Being Placed under PSA
- When more than one system is being considered for coverage, all systems that qualify must be placed under coverage for entirety of systems to qualify



Service Rates and Maintenance Agreements

For Business Clients

● Priority (PSA2) Service Agreement Clients

(See Qualification Requirements & Benefit Details)

- On-Site Server Hardware & Software support _____ \$100 per hour
Microsoft Windows NT Server, 2000 Server, 2003 Server
- On-Site Workstation Hardware & Software support _____ \$75 per hour
Microsoft Windows 2000 Professional, Windows XP Home and Professional, Windows Vista
- Telephone Support _____ Included
Unlimited Phone Support is Included
- Travel Charges for on-site service calls _____ \$25 per hour
This fee only applies to businesses outside of the Santa Clarita Valley Area
- Remote Support _____ Included

● Time and Materials Clients

- On-Site Server Hardware & Software support _____ \$165 per hour
Microsoft Windows NT Server, 2000 Server, 2003 Server (or networks with more than 5 Systems)
- On-Site Workstation Hardware & Software support _____ \$115 per hour
Microsoft Windows 2000 Professional, Windows XP Home and Professional
- Telephone Support _____ \$50 per hour
1/2 Hr. Minimum - after 30 min. Time is Billed in 1/4 Hr. increments
- Travel Charges for on-site service calls _____ \$50 per hour
This fee only applies to businesses outside of the Santa Clarita Valley Area
- Remote Support _____ \$50 per hour

● Pre-paid Block Time

- On-Site Server Hardware & Software support (5 Hr Block) _____ \$600
- On-Site Workstation Hardware & Software support (5 Hr Block) _____ \$425
- On-Site Server Hardware & Software support (10 Hr Block) _____ \$999
- On-Site Workstation Hardware & Software support (10 Hr Block) _____ \$800

"Exhibit B"
TERMS AND CONDITIONS

1. MAINTENANCE

At the request of the Customer, PRECISION COMPUTERS LLC, will correct malfunctions and make necessary repairs to Equipment at the reduced rate per the agreement type accepted in accordance with the service level contracted for (PSA 1 [Full Coverage] or PSA 2 [Reduced Rate]) and covered by this Agreement. Service will be provided by repairing or exchanging the Equipment.

The words "Malfunctioning Equipment" refers to an item of Equipment requiring service. The words "Exchange Equipment" refers to an item of Equipment provided by PRECISION COMPUTERS LLC, to the Customer and Presentation of Malfunctioning Equipment by customer is accepted by PRECISION COMPUTERS LLC, It becomes the property of PRECISION COMPUTERS LLC, at the time of exchange. Exchange Equipment may not be new, but will be as good as or better than replaced item(s) and in good Working order, and becomes the Customer's at the time of exchange. PRECISION COMPUTERS LLC, reserves the right to verify that service is required prior to providing Exchange Equipment. Equipment that is repaired will be restored to good working order. Maintenance Parts, which may be used parts, become the property of PRECISION COMPUTERS LLC; Preventive maintenance may be performed at the same time as remedial maintenance.

When Malfunctioning Equipment is exchanged, the Customer will remove all programs, programming, data and removable storage media and all parts, options, alterations and attachments as are not covered by this Maintenance Agreement. When Malfunctioning Equipment is to be repaired, the Customer will remove all programs, programming data and removable storage media. Otherwise we require the Customer makes a request in advance of Precision Computers to perform the task of information removal. Any hardware costs will be the sole responsibility of the Customer and are C.O.D.

2. TYPE OF SERVICE

Service Agreement Option (s) is listed on "Exhibit A" of this Service Agreement. (PSA 1 or PSA 2)

3. CATEGORIES OF SERVICE

A) On Site Repair. PRECISION COMPUTERS LLC, will provide service at a reduced cost (based on service plan type) for the Malfunctioning Equipment at the Customer's location where and when possible.

B) On Site Exchange. PRECISION COMPUTERS LLC, will (i) deliver the Exchange Equipment to the Customer's Location (ii) Disconnect the Malfunctioning Equipment (iii) connect the Exchange Equipment (iv) verify operation of the Exchange Equipment and (v) remove the Malfunctioning Equipment from the Customer location. Any cost incurred for parts is the responsibility of the Customer and needs to be approved by the Customer before placement.

C) Off Site Repair. PRECISION COMPUTERS LLC, at its sole discretion, may remove the malfunctioning equipment from the Customer's location to be repaired elsewhere, and (when possible) provide temporary replacement (Loaner) equipment.

4. MAINTENANCE SERVICE TIME

Maintenance service will be provided between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, holidays excluded. The term "holidays" shall mean regularly scheduled holidays of PRECISION COMPUTERS LLC, representatives. Maintenance service, which is, performed other than between 8:00 A.M. and 5:00 P.M. Monday through Friday or which is performed on holidays will be furnished to the Customer at applicable overtime or holiday hourly rates and terms then in effect.

5. PAYMENT

A) The Customer shall make payment in advance in accordance with method set forth on "Exhibit A". The first payment date under this Agreement shall be the Effective Date stated on the cover page hereof. The Customer shall pay all taxes resulting from this Agreement or any activities under it, including without limitation all applicable sales, property and use taxes, but excepting any taxes based on PRECISION COMPUTERS LLC, 's net income.

B) Maintenance charges are subject to change upon Sixty (60) days advance written notice to the Customer, except the maintenance charges for periods that are prepaid by the Customer may not be increased during the prepaid period. The Customer may terminate the Agreement by written notice to PRECISION COMPUTERS LLC, within thirty (30) days of receipt of notice of a maintenance charge increase. Notice of maintenance charge increase may be in the form of an invoice for the forthcoming period at an increased rate. Penalty for late payment is %15 per month.

6. RENEWAL AND TERMINATION

A) The initial term of maintenance service shall be one year, unless otherwise noted. This agreement shall be renewed automatically each year unless cancelled in writing by either party on thirty (30) days notice prior to the renewal date, or by the Customer within thirty (30) days of receipt of a maintenance charge increase as described in the Paragraph above

B) If payment under this Agreement is not made within thirty (30) days of its due date PRECISION COMPUTERS LLC, may refuse to continue to service the Equipment or may cancel this Agreement immediately. Cancellation shall not relieve The Customer of any obligations already accrued. If any payment is referred to an attorney or collection agency for collection, the Customer agrees to pay PRECISION COMPUTERS LLC, reasonable costs and expenses of collection, including reasonable attorney's fees.

7. PARTS REPLACEMENT

Repair and replacement parts, including without limitation printed circuit boards, electronic chassis, power supplies and other components, shall be supplied for a fee to the Customer, unless said part is under manufacturer warranty. Replaced parts shall become the property of PRECISION COMPUTERS LLC.

8. CONDITION OF EQUIPMENT

The Customer represents that the Equipment is in good operating condition on the date that this Agreement becomes effective. Should repairs be found necessary, they are to be made at the Customer's expense prior to acceptance for coverage by PRECISION COMPUTERS LLC.

9. SCHEDULING AND ACCESS

A) If Equipment is serviced under the Category "on Site repair," PRECISION COMPUTERS LLC shall contact the Customer to set a mutually agreeable date for the preventive maintenance visit. If for any reason the Customer does not accept a maintenance visit or if unforeseen circumstances prevent PRECISION COMPUTERS LLC representative from arriving at the said location, visit shall be forfeited and rescheduled at an agreed time.

B) The Customer shall provide PRECISION COMPUTERS LLC, full and free access to the Equipment in order for PRECISION COMPUTERS LLC, to perform maintenance and repairs. If after arrival at the Customer's premises the PRECISION COMPUTERS LLC, Representative is not afforded prompt or sufficient access to the Equipment, PRECISION COMPUTERS LLC, may exercise the right not to perform the maintenance or repairs and the repairs or maintenance shall be rescheduled. The Customer shall be charged for a service call at PRECISION COMPUTERS LLC,'s "per call" rate then in effect.

10. RELOCATION

In the event the Equipment covered by this Agreement is to be relocated, the Customer must notify PRECISION COMPUTERS LLC, within thirty (30) days prior to relocating Equipment. Equipment that has been relocated is subject to inspection and this Agreement may be cancelled or modified at PRECISION COMPUTERS LLC's option based on such inspection. PRECISION COMPUTERS LLC is under no circumstances obligated to provide maintenance services outside the aforementioned area.

"Exhibit B"

11. EXCLUSIONS

This Agreement does not include:

- A) Furnishing of consumable items, supplies and accessories, including but not limited to CDR's, floppy disks, software, keyboards and the like or the repair of consumables not recommended for use in the Equipment by either PRECISION COMPUTERS LLC, or the manufacturer.
- B) Painting or refinishing of Equipment or furnishing of material thereof.

12. DISCLAIMER RESPONSIBILITY

PRECISION COMPUTERS LLC shall not be responsible for failure to perform Or delay in performing maintenance service due to causes beyond its control, including, but not limited to, acts of God, labor problems, material shortages, government action, riot, or other civil disturbance, fire, flood or weather conditions.

13. CUSTOMER RESPONSIBILITY

The Customer shall be responsible for:

- A) Implementing appropriate safeguards to protect its data should such data be destroyed inadvertently through machine malfunction or otherwise.
- B) Ensuring the Customer's ability to recreate such data as necessary.
- C) Keeping PRECISION COMPUTERS LLC, informed on a timely basis as to the removal or substitution of, or any changes made in, the Equipment.

14. RISK OF LOSS OR DAMAGE

The Customer agrees that it is responsible for all risks of loss of, or damage to, equipment owned by it during the period such Equipment is in transit to and from PRECISION COMPUTERS LLC, in the possession of PRECISION COMPUTERS LLC, except for loss or damage caused by PRECISION COMPUTERS LLC, 's negligence. If PRECISION COMPUTERS LLC receives, for exchange, Malfunctioning Equipment which is in a damaged or altered condition, the Customer is responsible for charges associated with the repair of damage or restoration of such Equipment.

15. NO WARRANTIES; LIMITATION OF LIABILITY

PRECISION COMPUTERS LLC,'s sole obligation under this Agreement is to perform maintenance services as provided herein. Service under this agreement does not assure uninterrupted operation of the Equipment and PRECISION COMPUTERS LLC, is not responsible for failure of the Equipment to perform or for breakdowns.

THIS IS A SERVICE CONTRACT. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH WOULD IMPOSE ON PRECISION COMPUTERS LLC, ANY OTHER OBLIGATION OR LIABILITY AND THAT PRECISION COMPUTERS LLC, SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF PRECISION COMPUTERS LLC, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. PRECISION COMPUTERS LLC 'S SOLE LIABILITY TO THE CUSTOMER FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL BE THE LESSER OF THE ACTUAL COST OF THE REPAIR OF THE EQUIPMENT OR THE MAINTENANCE FEES PAID BY THE CUSTOMER DURING THE PRECEDING 12 MONTHS. THIS LIMITATION OF LIABILITY WILL NOT APPL Y TO CLAIMS FOR PERSONAL INJURY CAUSED BY PRECISION COMPUTERS LLC, 'S NEGLIGENCE.

16. SERVICE AGREEMENT RENEWABILITY

Any or all Service Agreements that are approved, established, active or pending are automatically renewable at the end of said term unless otherwise noted by either party in writing within 30 days prior to end date of Service Agreement. Price protection during each individual service agreement term period will remain in force only until the end of original term period. Service Agreements will be subject to price changes (if any) only at the end of any 12 month term.

17. GENERAL

This agreement is not assignable without the prior written consent of PRECISION COMPUTERS LLC, Any attempt to assign any of The rights, duties or obligations of this agreement without such consent are void. The Customer represents that at the time Equipment under this agreement is given to PRECISION COMPUTERS LLC, for exchange, it is owned by the Customer free of any outstanding liens, security interests, claims or other encumbrances and that PRECISION COMPUTERS LLC, will upon Completions of such exchange become the owner thereof free of any liens, security interest, claims or other encumbrances whatsoever. PRECISION COMPUTERS LLC, may, in fulfilling its obligations under this agreement, use PRECISION COMPUTERS LLC, selected independent contractors. No action, regardless of form, arising out of this agreement, may be brought by either the Customer or PRECISION COMPUTERS LLC, more than one year after the cause of action has arisen except in the event of an action for non-payment which may be brought within two years from the date the last payment was due. The laws of the State of California shall govern this agreement. This agreement constitutes the entire agreement between the Customer and PRECISION COMPUTERS LLC, with respect to the subject matter hereof and it may not be modified in any respect except by a writing signed by both parties.

PRECISION COMPUTERS, LLC

Priority Service Agreement

19176 Soledad Canyon Rd
 Canyon Country CA 91351
 FAX ORDER NUMBER 661-299-1263
 PH ORDER NUMBER 661-299-2228

___ PSA Level 1
 ___ PSA Level 2

Customer:

Effective Date: From: _____ To: _____
Customer # _____
Payment Method Annual Pre Paid

Precision Computers LLC, agrees to provide, and the customer agrees to accept, maintenance services to be provided at the indicated price(s) for the equipment ("Equipment") and the location(s) (a "Locations" and, collectively, "Locations") identified and listed below so as to restore in good working condition the Equipment.

Number	Equipment Type	Equipment Model	Serial #	Location	Annual Maintenance Amount
				TOTAL	\$0.00

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON EXHIBIT B HEREOF AND IS NOT BINDING UPON PRECISION COMPUTERS UNTIL ACCEPTED BY AN OFFICER OF PRECISION COMPUTERS. CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS LISTED ON EXHIBIT B, UNDERSTANDS THEM AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS.

Accepted by: _____ Accepted by: _____
Client: **PRECISION COMPUTERS LLC**
 By: _____ By: _____
 Title: _____ Title: Owner
 Date: _____ Date: _____