



Est. 1980

833 South Main St Ukiah, CA 95482  
tel 707-462-1578

## CUSTOMER SERVICE CONTRACT

### SERVICE CONTRACT - TERMS AND CONDITIONS

PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH COMPUTER SCENE (CS) AGREES TO PROVIDE SERVICES FOR YOUR COMPUTER SYSTEM(S). THIS CONTRACT IS BETWEEN YOU, THE SERVICE CONTRACT HOLDER, AND COMPUTER SCENE. HERE ARE THE DETAILS OF YOUR SERVICE CONTRACT ("AGREEMENT"):

**I. Definitions - Your System.** For purposes of this Contract, a "System," for the purpose of clarifying pricing differences, warranties, and special service offerings, is defined as originating from Computer Scene (CS) with the brand designation "FlexPower," or from other manufacturers with a generic brand designation "Other Brands," for (1) desktop systems that are comprised of the following components: monitor; PC tower, which includes the central processing unit (CPU), motherboard (alt. mainboard), memory (RAM), power supply, and cabling; input device, such as a keyboard and mouse; a data storage device, such as a hard disk, CD/DVD reader or burner, floppy disk drive, or card reader; network ports (e.g., PS2, Ethernet, modem, USB, 1394 (Firewire), BlueTooth, Wi-Fi, etc.) and multimedia connectors (e.g., analog or digital audio in and out, analog (VGA) or digital (DVI) video); (2) laptop systems that are comprised of the following components: laptop chassis with built-in LCD, keyboard and pointing device; AC Adapter; a data storage device, such as disk drive, CD/DVD reader or burner, floppy disk drive, or card reader; network ports (e.g., PS2, S-Video, Ethernet, modem, USB, 1394 (Firewire), BlueTooth, Wi-Fi, etc.) and multimedia connectors (e.g., analog or digital audio in and out, analog (VGA) or digital (DVI) video); plus for *both desktop and laptop systems* any other components that are described specifically on your CS or Other Brand invoice or are standard (at the time of purchase) components of the model of the CS System you purchased; and (3) network devices that are comprised of the following components: switches, hubs (i.e., Ethernet-CAT5e, USB, or BlueTooth), and routers – all of the previous being of any manufacturing brand, as well as Ethernet-CAT5e or CAT6 cabling.

The services to be provided under this Contract apply primarily to the greater Ukiah, CA area; however, services may be provided to outlying areas, such locations will be stated in paragraph XX below.

## **II. How to Use Your Service**

**a. Call for Assistance.** For service and support call Computer Scene at (707) 462-1578. The Technical Support phone lines are answered by CS Technicians between the hours of 8:30am to 5:00pm, Pacific Standard Time, Monday through Friday (Standard Business Hours – SBH). For calls outside of SBH, or during observed holidays, your call will be routed to a voice mail system. Messages left on the voice mail system are picked up before opening hours of the following business day.

**b. Prepare for the Call.** You will help the technician serve you better if you have the following information and materials ready when you call: your CS System's invoice and serial numbers; model and model numbers; the current version of the operating system you are using; details that describe the technical problem you are experiencing, such as when and how the problem manifests itself, when it first appeared, or any error messages generated by the Operating System (OS) or other application software.

**c. Explain Your Problem to the Technician.** Now you are ready to describe the problem you are having with your System. Let the technician know what error message you are getting and when it occurs; what you were doing when the error occurred; and what steps you may have already taken to solve the problem.

**d. Cooperate with the Technician to Solve Your Problem.** Experience shows that most System problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the technician and follow the technician's suggestions. If possible, the technician may conduct an **Online Service Call** where you will share your computer with the technician through Internet connections. If an Online Service Call is not

immediately possible, but the service is available at your site, the technician will schedule an Online Service Call with you at the first available time.

UNTIL YOU HAVE COMPLIED WITH THE ABOVE PROCEDURES, COMPUTER SCENE CANNOT DISPATCH A SERVICE TECHNICIAN TO PERFORM ON-SITE REPAIRS.

**III. On-Site Service Hours.** If the technician cannot correct your problem over the phone, regular On-site Service is offered during Standard Business Hours (SBH): 8:30 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday.

As an alternative, and at different rates, service is offered outside of the SBH period subject to the availability of personnel. These service rates are more fully explained in paragraphs IV and V below. The hourly rate will be quoted to you prior to the technician being dispatched. There is a one-hour minimum labor charge for such service, plus any associated travel charges.

**IV. Service Scope Definitions.** The following present Computer Scene's standardized services and time rates to perform each service.

**Definitions for Service Hours.** To accommodate all available hours where Computer Scene may provide services, the following provides the specific designation for service time blocks: **Standard Business Hours (SBH)** is 8:30am to 5:00pm, Pacific Standard Time, Monday through Friday; **After Business Hours (ABH)** is 5:00pm to 8:00pm, Pacific Standard Time, Monday through Friday; **Weekend Hours (WH)** is 8:00pm to 8:30am, Pacific Standard Time, Monday through Friday, and 8:00pm Friday to 8:30am Monday, Pacific Standard Time; **Holidays** include all United States statutory holidays unless you are notified otherwise by COMPUTER SCENE, and supersede all previously stated hour designations when appropriate.

**Rates for Designated Service Hours.** The time rates are to be used with the Service Contract's pre-purchased hours, where Computer Scene provides a service identified below and deducts the appropriately marked number of hours times the schedule rate, which is associated to the time the service is delivered: the rate is **1.0 for Standard Business Hours, 1.5 for After Business Hours, 2.0 for Weekend Hours, and 3.5 for Holidays.** By way of 2 examples, to perform a PC Clean-up service for a customer with high speed internet service at their site during regular business hours, the hour charge would be calculated as follows: Current On-Site Standard Hourly Rate X 1.5 (Hours to conduct service) X 1.0 (Reg. Bus. Hrs. Schedule Rate); to conduct that same service on the weekend, the calculation would be: Current On-Site Standard Hourly Rate X 1.5 (Hours to conduct service) X 2.0 (Weekend Hrs. Schedule Rate).

The hours below do not include, where appropriate, price or cost of any hardware or software to be replaced or installed. The customer cost for such items are to be treated on an item-by-item basis outside of this Contract as they occur. The hours below are for the labor only to perform each service. With regard to any services that are not within the coverage of this Contract or are expressly labeled as "TBD" (To Be Determined), it will be within COMPUTER SCENE's discretion whether to perform the services, and, if COMPUTER SCENE elects to perform the services, these services will lie beyond the scope of this Customer Service Contract and will be subject to additional charges, to be paid by you. Services for such work will be negotiated on a case-by-case basis.

- a. **PC Clean-up** (Virus Removal, antivirus software installation, Operating System (OS) Security Updates, etc) : 1.5 hours for customer sites with high speed internet access; To Be Determined (TBD) for customer sites with only dial-up internet access
- b. **OS Install / Reinstall** : 2.5 hours for customer sites with high speed internet access; To Be Determined (TBD) for customer sites with only dial-up internet access
- c. **Data Backup** : Determined on a case-by-case basis (TBD), due to drive size and system speed
- d. **Data Reintegration** : 1 hour – Data Reintegration includes the replacement of customer data files, such as documents, pictures, music, video, web favorites or bookmarks, email files (but not settings); it does not include the replacement of software programs (applications) or desktop layouts and shortcuts – such resetting work will be determined on a case-by-case basis (TBD).
- e. **Software Installation** : TBD, due to differences in software requirements and complexity
- f. **Data Protection** –

- i. Battery Backup Installation : 0.5 hour
  - ii. Data Backup Procedure Set up : 1 hour
  - iii. Documented Data Recovery Plan : 2 hours
- g. Hardware Installation –**
- i. Power Supply Testing and Replacement : 0.5 hour
  - ii. CPU Fan, Case Fan Testing and Replacement : 0.5 hour
  - iii. DVD/CD Player/Recorder Testing and Replacement : 0.5 hour
  - iv. Floppy Drive Testing and Replacement : 0.5 hour
  - v. Motherboard (Mainboard), CPU Replacement : 1 hour for identical part replacement; for replacement with a different part, the rate is TBD
  - vi. Specialized Component Testing and Replacement : TBD
- h. Networking I – LAN set up, File and Printer Sharing, EXCLUDING Cabling : 1 hour per PC**
- i. Networking II – Wireless Networking set up, Internet Connectivity Set up, Advanced Networking Solutions (including Router security settings, VPN services, wire to wireless bridges, or network “forest” – complex networking solutions including multiple devices and/or LANs) : 1.5 hour per PC or network device**
- j. Networking III –**
- i. MS Server 2003 set up, domain name design, user group specifications, etc. : 8 hours per group of 20 registered system users – this is the minimal charge level, even if the group of registered system users is less than 20; for more than 20 users, an additional charge of 1 hour per user will be added
  - ii. MS Server 2003 maintenance : 1.5 hours per group of 20 registered system users on systems set up by Computer Scene; TBD hours per group of 20 registered system users for systems not set up and maintained by Computer Scene – once set up and organization of the system is complete, maintenance charges will be 1.5 hours per group of 20 registered system users
- k. Technical Training I – General Orientation of PC Operation : 1.5 hours**
- l. Technical Training II – Topic Specific Training : TBD, due to differences in topic complexities**

**V. On-Site Service Requirements.** Subject to the terms of this Contract, On-site Service is available for your System within the greater Ukiah area. Services may be available in other locations, however response times may vary and additional charges may apply. The technician will need to have the full address where your System is located. A service technician will be dispatched to your location to service your System as follows. Charge rates will follow the definitions and designations as stated in paragraph IV Service Scope Definitions.

- a. Standard On-Site Service (Appointment Lead Time is Greater Than 4 Business Days).** For situations not requiring emergency level responsiveness, scheduling an on-site appointment with more than 4 standard business days lead will get you the best rates. With such a schedule, this also gives you time to ensure that you really require an on-site service call, or that if you ordered parts to be installed, that they arrive in time.
- b. Priority On-Site Service (Appointment Lead Time is 2 to 4 Business Days).** For situations that require greater expediency and somewhat greater level of urgency, a Computer Scene technician can be dispatched to provide Priority On-Site Service within 2-4 Standard Business Days (Monday to Friday, 8:30am to 5:30pm PST) from the time of the service request. Priority On-Site Service rates are higher than Standard On-Site Services. Service requests made to Computer Scene at or after 3:00pm on any Standard Business Day may count as having been made on the Standard Business Day following the day of service request, thus meaning that a Computer Scene Technician may not be at your site until the fourth Standard Business Day following the day called.
- c. Emergency On-Site Service (Appointment is Same or Next Day).** For situations requiring emergency level responsiveness, a Computer Scene technician can be dispatched to provide On-Site Service either on the same or following Standard Business Days (Monday to Friday, 8:30am to 5:30pm PST) from the time of the service request. Emergency On-Site Service requests made to Computer Scene at or after 3:00pm on any Standard Business Day may require the service to be provided on the following Standard Business Day after the day of service request.

**If the technician schedule permits**, a service technician may be dispatched to arrive at your location for On-site Service either the same day or on the next business day (during SBH), and your Contract account would be charged only at the Standard On-Site rate. If you call to schedule On-site Service after 3:00 p.m. local time, the service technician may take an additional business day to arrive at your location, **again if the technician schedule permits**.

**d. Weekend or Holiday Service.** Weekends are defined as being between 9:00pm Friday to 8:00am the following Monday, PST. Regular holidays include all United States statutory holidays unless you are notified otherwise by COMPUTER SCENE. The charge rate is greater than the rate for SBH: see paragraph **IV Service Scope Definitions** above.

**e. An Adult Must Be Present At Residences.** For On-site Service provided at a residence, an adult must be present at all times during the service technician's visit.

**f. Assistance You Must Provide.** The service technician must receive full access to the System and (at no cost to COMPUTER SCENE) have working space, electricity, a local telephone line, and possibly high speed internet access. If these requirements are lacking, COMPUTER SCENE is not obligated to provide On-site Service.

**g. If You Miss The Service Visit.** If you, or your authorized representative, are not at the location when the service technician arrives, we regret that the service technician cannot service your System. The service technician will leave a card to let you know he or she was there. If this occurs, you may be charged an additional charge for a follow-up service call.

**VI. Unit Replacement.** If the CS service technician determines that a hardware component, unit, or part is defective and must be replaced, you will be given the option of having your system taken to the Computer Scene shop where the defective item may be replaced, and then the service technician will be required to make a return On-Site service call to reinstall your system, but you will incur 1 additional hour, plus any appropriate travel charges, to be debited from your Contract balance; or the service technician will leave your system at your facilities and schedule another day when the unit replacement may take place, but this will incur a minimum of 2.5 hours, plus any appropriate travel charges, to be debited from your Contract balance. If the unit to be replaced is not available and a substitute item is required, then the charge rate for labor will be determined on a case-by-case basis (TBD).

**VII. Warranty Parts.** If the CS technician determines that your System needs a replacement part, you authorize COMPUTER SCENE to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. If Computer Scene acts as your agent in this regard, then you agree to provide all appropriate proof of purchase documentation necessary. You may incur a charge if you fail to allow COMPUTER SCENE to return non-working/unused units/warranty parts to the manufacturers.

**VIII. Shipment.** In the case of replacement units/warranty parts, you will take delivery through COMPUTER SCENE. You authorize COMPUTER SCENE to act as your agent to handle the delivery and return of non-working/unused units/warranty parts to the manufacturers.

**IX. Payment Terms.** Contract fees are due on the 5<sup>th</sup> of each month, regardless of the contract period. For your convenience, the service contract periodic cost is divided by the appropriate number of months for your contract period and presented in paragraph XX below. Please make your check payable to Computer Scene. If payment is not received by CS within ten (10) days you will be charged an additional interest fee of 1.5% per month (19.56% per year).

**X. Transfer of this Contract.** Subject to the limitations set forth in this Contract, you may transfer this Contract, only in its entirety, to anyone who buys your entire System before the Contract Termination Date specified in paragraph **XX Your Service Contract Plan Details** of this Contract, provided you are the original purchaser of the System and this Contract, or you have purchased the System and this Contract from its original owner (or a previous transferee) and have complied with all the transfer rules in this Contract.

**TO TRANSFER THIS SERVICE CONTRACT:**

**Using the Internet:**

Complete the on-line form located within CS's Service and Support section at:

[<CREATE URL HERE To Form available Online – Form should include original Service Contract Owner's Name, address, and phone nr. as well as a service Contract number. The same information of the new owner should be on the form as well. Both parties should have signature lines \(old owner + new owner\). There should be a computer scene authorizing signature as well so that a copy of the agreement can be given to the new owner.](#)

Call Computer Scene at 707-462-1578 and request a Service Contract Ownership Transfer Form. Follow the form instructions and return the form to Computer Scene.

## **XI. GENERAL SERVICE CONTRACT DETAILS**

**a. Renewal.** Prior to the expiration of your Service Contract, you may wish to extend this Contract for up to a total of three (3) years from the CS invoice date by calling 707-462-1578.

**b. Governing Law.** This Contract is governed by the laws of the State of California.

**c. Assignment.** COMPUTER SCENE reserves the right to assign its rights and obligations under this Contract to a qualified third party designated by COMPUTER SCENE. In the event of such an assignment, you agree to look solely to the third party assignee for performance under this Contract.

**d. Complete Contract.** THIS CONTRACT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN YOU AND COMPUTER SCENE, AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

## **XII. LIMITATIONS TO SERVICE COVERAGE.**

**a. Contract Limitations of Duration and Coverage.** THIS CONTRACT IS OF LIMITED DURATION AND COVERAGE. This Contract extends only to original purchasers of the System shown on the invoice and located within the greater Ukiah area, and to any person who buys the System and this Contract from the original purchaser or a subsequent transferee, as long as all transfer procedures have been complied with. This Contract extends only to uses for which the System was designed. Except as stated below, the services COMPUTER SCENE agrees to provide under this Contract are labor only services, which are necessary because of any defect which exists or occurs in materials or workmanship in the System or in any System component, covered by your warranty, or which are detailed in paragraph IV Service Scope Definitions above and paragraph XX Your Service Contract Plan Details below. Operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, additions or deletions, adjustment, or repair by anyone other than COMPUTER SCENE (or its representatives) and repair services which are necessary due to manufacturer's recall of Systems or System components may be included, but the inclusion of services to cover such will be made on a case-by-case basis, the final decision for which will be made by COMPUTER SCENE, and the charge rate may be greater than that specified in the Service Scope Definitions above. The COMPUTER SCENE labor guarantee does not include System or System components which have been damaged as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of the System or abuse of the System or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), use of out of specification supplies, (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, (iii) failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning), (iv) repairs due to excessive use, wear and tear, (v) service calls if COMPUTER SCENE determines there is no trouble found, (v) the loading of software, software configurations or any data files, or (v) the moving of the System from one geographic location to another or from one purchaser to another.

**b. Access to Service.** Computer Scene reserves its rights to determine at what time customers may begin receiving services when the Customer Service Contract is one (1) month old or less, or if Computer Scene has never had business experience with the customer prior to initiating a Customer Service Contract, thereby qualifying the customer as a "new customer". Common business practice by Computer Scene is that historically, Computer Scene begins providing services after receipt of the first monthly payment according to the Customer Service Contract

Plan Details as specified in paragraph XX Your Service Contract Plan Details below. Further, Computer Scene reserves the right to refuse to provide services at levels greater than that specified in paragraph XX. In such situations, Computer Scene, or its authorized representatives, will negotiate with the Customer Service Contract holder for those needed hours to either settle financially outside of this contract at standard Computer Scene rates, not necessarily those specified within this contract, or to modify this Customer Service Contract to reflect modified levels of needed service. Until such negotiations are concluded, Computer Scene may choose to withhold or limit the levels of service until such time as the extra hours are compensated by monthly payments as per paragraph XX of this contract or as the newly modified Customer Service Contract is signed by both the contract holder and the authorized Computer Scene representative.

**c. Roll-Over Limitations to Pre-Purchased Service Hours.** Pre-purchased service hours through this Customer Service Contract **will not** roll-over beyond the agreed upon Contract Service Period specified in paragraph XX below. However, pre-purchased hours may roll-over within the contracted period, thus permitting greater and lower service levels in different months, if the contracted period **is not** monthly.

**XIII. Force Majeure.** COMPUTER SCENE is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if COMPUTER SCENE's ability to render repair services is impaired by you or circumstances beyond COMPUTER SCENE's control, COMPUTER SCENE may terminate this Contract.

**XIV. Important Notice:** Prior to requesting services, it is your responsibility to back up the software and data on your System's hard disk drive and on any other storage device(s) in the System. COMPUTER SCENE is not responsible for any loss of any software or data.

Please note that if you move or sell your System into a geographic location in which the Service coverage set forth on your CS invoice is not available, your Service may be automatically changed to categories of Service that are available at a greater or a lesser price reflective of the new location with no refund available.

**XV. WARRANTY EXCLUSION.** REGARDING WARRANTIES FOR SYSTEMS OF "OTHER BRANDS," AS DEFINED IN PARAGRAPH I ABOVE, COMPUTER SCENE MAKES NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPUTER SCENE EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND CONDITIONS.

**XVI. INADVERTANT OR ACCIDENTAL INFORMATION DISCLOSURE AND LIABILITY LIMITATION.** COMPUTER SCENE OR ITS REPRESENTATIVES MAY MAKE USE OF ONLINE SERVICE SUPPORT THAT USES VARIOUS TECHNOLOGIES TOGETHER WITH HIGH SPEED INTERNET CONNECTIONS THAT PERMIT SHARING YOUR COMPUTER WITH THE TECHNICIAN WITHIN COMPUTER SCENE FACILITIES. THE TECHNOLOGY COMPUTER SCENE MAKES USE OF TO SHARE COMPUTERS ACROSS THE INTERNET CREATES COMMUNICATION BETWEEN YOU AND COMPUTER SCENE AND CAN BE CONSIDERED "PRIVATE" COMMUNICATIONS AS THE PROCESSING POWER NECESSARY TO DECODE SUCH COMMUNICATIONS IS GENERALLY ONLY AVAILABLE TO GOVERNMENT LAW ENFORCEMENT AND ANTI-TERRORIST AGENCIES. ENGAGING THIS TYPE OF SERVICE SUPPORT MAY MEAN THAT CONFIDENTIAL DOCUMENTS OR INFORMATION WILL BE VIEWABLE BY COMPUTER SCENE OR ITS REPRESENTATIVES. YOU AGREE THAT THERE MAY BE SMALL RISK FOR LOSS OF "PRIVACY" BY MEANS OF COMPUTER "EAVESDROPPING" AND THAT YOUR TECHNICIAN MAY SEE PRIVATE INFORMATION ON YOUR COMPUTER. FURTHER, COMPUTER SCENE TECHNICIANS WHILE PROVIDING SERVICE FOR YOU EITHER ON-SITE OR WITHIN COMPUTER SCENE FACILITIES MAY ALSO COME ACROSS PRIVATE INFORMATION WHILE WORKING ON YOUR COMPUTER(S). COMPUTER SCENE TECHNICIANS AND ITS REPRESENTATIVES WILL MAKE EVERY EFFORT TO KEEP YOUR INFORMATION PRIVATE AND TO PREVENT DISCLOSURE OF SUCH INFORMATION, WHETHER INTENTIONALLY, INADVERTANTLY OR ACCIDENTALLY, EXCEPT WHERE A DISCLOSURE MAY BE REQUIRED BY LAW. IN SUCH INSTANCES, COMPUTER SCENE WILL CONTACT LAW AUTHORTIES AND YOU WILL BE NOTIFIED APPROPRIATELY. YOU AGREE TO HOLD COMPUTER SCENE NOT LIABLE AND FREE FROM ANY DAMAGES INCURRING FOR ANY OR ALL INFORMATION FROM YOUR COMPUTER(S) THAT MAY BE DISCLOSED (i) BY MEANS OF GOVERNMENT AGENCIES

“EAVESDROPPING” TECHNIQUES, (ii) AS REQUIRED BY LAW, OR (iii) THROUGH INADVERTANCE OR ACCIDENT AS DESCRIBED ABOVE. IT REMAINS YOUR RESPONSIBILITY TO SEE THAT PRIVATE INFORMATION IS REMOVED FROM THE COMPUTER(S) PRIOR TO COMPUTER SCENE OR ITS REPRESENTATIVES PROVIDING SERVICES.

**XVII. LIMITATION OF REMEDY FOR DISPUTES.** YOUR EXCLUSIVE REMEDY AND COMPUTER SCENE'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT OR OTHERWISE, UNDER THIS CONTRACT IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS CONTRACT. IF COMPUTER SCENE IS UNABLE TO MAKE SUCH REPAIR, YOUR EXCLUSIVE REMEDY AND COMPUTER SCENE'S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE CHARGE PAID BY YOU IN THE PRECEDING THREE (3) MONTHS OR, IF NO CHARGE WAS PAID, THE THEN-CURRENT PUBLISHED ONE-FOURTH (1/4) OF THE CHARGES FOR THIS CONTRACT. UNDER NO CIRCUMSTANCES WILL COMPUTER SCENE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EXPENSES, COSTS, LOSS OF BUSINESS, LOST PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING IN ANY WAY OUT OF OR RELATED TO THIS CONTRACT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE SYSTEM, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER.

COMPUTER SCENE AND THEIR REPRESENTATIVES WILL MAKE EVERY EFFORT TO PROVIDE PROFESSIONAL, COURTEOUS, AND TIMELY SERVICES AND CONSIDERS THE SERVICE CONTRACT TO BE A FORM OF LIMITED PARTNERSHIP WITH YOU, THE CONTRACT HOLDER, WHERE PARTNERS WORK TOGETHER, NOT AGAINST EACH OTHER. THEREFORE SHOULD A DISAGREEMENT ARISE FOR WHICH A REMEDY CANNOT BE AGREED UPON BY YOU AND COMPUTER SCENE, YOU AGREE TO MEDIATION AS YOUR ONLY MEANS FOR REMEDY. SHOULD YOU FIND MEDIATION UNACCEPTABLE, OR IF THE MEDIATION FAILS TO FIND REMEDY WITHIN TEN (10) CONSECUTIVE BUSINESS DAYS OF ACTIVE PARTICIPATION IN THE MEDIATION PROCESS BY BOTH YOU, OR YOUR REPRESENTATIVES, AND COMPUTER SCENE AND/OR ITS REPRESENTATIVES, OR IF YOU DO NOT ACTIVELY PARTICIPATE IN THE MEDIATION DURING THE ENTIRE TEN (10) CONSECUTIVE BUSINESS DAYS, YOU AGREE (i) THAT THE SERVICE CONTRACT YOU HOLD IS IMMEDIATELY TERMINATED, (ii) YOU WILL RECEIVE PAYMENT FOR SERVICE CONTRACT CHARGES NOT TO EXCEED CHARGES PAID BY YOU IN THE PRECEDING THREE (3) MONTHS, OR IF NO CHARGE WAS PAID, THE THEN-CURRENT PUBLISHED ONE-FOURTH (1/4) OF THE PERIODIC CHARGES, AS STATED IN PARAGRAPH XX BELOW, FOR THIS CONTRACT WITHIN THIRTY (30) BUSINESS DAYS, AND (iii) COMPUTER SCENE WILL RETURN TO YOU ANY PARTS, DOCUMENTS, DISCS, OR LICENSE FORMS RIGHTFULLY YOURS ALSO WITHIN THIRTY (30) BUSINESS DAYS.

**XVIII. CANCELLATION.** IF YOU DECIDE TO CANCEL THIS CONTRACT FOR ANY REASON PRIOR TO THE SET SERVICE CONTRACT TERMINATION DATE AS STATED IN PARAGRAPH XX, THEN THE FULL REMAINING BALANCE OF YOUR CONTRACT PLUS FIVE PERCENT (5%) OF THE TOTAL CONTRACT VALUE IS IMMEDIATELY DUE AND PAYABLE. COMPUTER SCENE MAY IMMEDIATELY CANCEL THIS CONTRACT IF ANY MONTHLY PAYMENT IS OVER THIRTY (30) DAYS PAST DUE. AT SUCH TIME, THE FULL REMAINING VALUE OF THE CONTRACT IS IMMEDIATELY DUE AND PAYABLE. IF YOU FAIL TO PAY WITHIN THIRTY (30) DAYS OF NOTICE OF THE CONTRACT CANCELLATION, COMPUTER SCENE WILL TAKE LEGAL ACTION THAT MAY INCLUDE A LIEN AGAINST YOUR PROPERTIES OR BUSINESS.

**XIX. DISAGREEMENT LIMITATION.** You agree that neither your nor COMPUTER SCENE may take any action resulting from a disagreement in service provision in any form arising out of this contract more than six (6) months after the cause of action has arisen, or in the case of nonpayment, more than six (6) months from the date of last payment.

**XX. Your Service Contract Plan Details.**

Service Contract Holder Name:

Service Contract No. \_\_\_\_\_

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

Phone Office: \_\_\_\_\_

Phone Home: \_\_\_\_\_

Phone Cell: \_\_\_\_\_

**Billing Address:**

Street \_\_\_\_\_

Suite \_\_\_\_\_

City \_\_\_\_\_

Zip \_\_\_\_\_

Contract Start Date: \_\_\_\_\_

Contract Period: Annual

Payment Due Date: \_\_\_\_\_

Jan. 5th

Contract Termination Date: \_\_\_\_\_

**Service Locations**

**Location 1**

Street \_\_\_\_\_

Suite \_\_\_\_\_

City \_\_\_\_\_

Contact \_\_\_\_\_

Phone Nr \_\_\_\_\_

Contact 2 \_\_\_\_\_

Phone Nr 2 \_\_\_\_\_

Service Zone \_\_\_\_\_

Service Type: Online \_\_\_\_\_

On-Site \_\_\_\_\_

In Shop \_\_\_\_\_

Site Specific Notes:

**Location 2**

Street \_\_\_\_\_

Suite \_\_\_\_\_

City \_\_\_\_\_

Contact \_\_\_\_\_

Phone Nr \_\_\_\_\_

Contact 2 \_\_\_\_\_

Phone Nr 2 \_\_\_\_\_

Service Zone \_\_\_\_\_

Service Type: Online \_\_\_\_\_

On-Site \_\_\_\_\_

In Shop \_\_\_\_\_

Site Specific Notes:

**Location 3**

Street \_\_\_\_\_

Suite \_\_\_\_\_

City \_\_\_\_\_

Contact \_\_\_\_\_

Phone Nr \_\_\_\_\_

Contact 2 \_\_\_\_\_

Phone Nr 2 \_\_\_\_\_

Service Zone \_\_\_\_\_

Service Type: Online \_\_\_\_\_

On-Site \_\_\_\_\_

In Shop \_\_\_\_\_

Site Specific Notes:

**Location 4**

Street \_\_\_\_\_

Suite \_\_\_\_\_

City \_\_\_\_\_

Contact \_\_\_\_\_

Phone Nr \_\_\_\_\_

Contact 2 \_\_\_\_\_

Phone Nr 2 \_\_\_\_\_

Service Zone \_\_\_\_\_

Service Type: Online \_\_\_\_\_

On-Site \_\_\_\_\_

In Shop \_\_\_\_\_

Site Specific Notes:

Total Service Hours Pre-Purchased Per Contract Period: \_\_\_\_\_

Specific Services Customer Wishes To Be Excluded Notes:

Total Hours Pre-Purchased By Category (all zones):	Rate/Hour	Hrs to Buy	Norm.Cost	Cont.Price
Store Discount (PC Purchased thru ComScene)	\$60	0	\$0	\$0

**Computer Scene Customer Service Contract**

**07U-A001**

Store Standard	\$70	6	\$420	\$357
Store Priority	\$85	0	\$0	\$0
Store Emergency	\$100	0	\$0	\$0
Onsite Standard (lead time > 5 business days)	\$85	17	\$1,445	\$1,228
Onsite Priority (lead time = 2-4 business days)	\$95	0	\$0	\$0
Onsite Emergency (lead time = 2-24 hrs)	\$115	0	\$0	\$0
Onsite Networking Priority (lead time = min 2 days)	\$110	0	\$0	\$0
Onsite Networking Emergency (lead time = same day)	\$125	0	\$0	\$0
Online Service	\$95	3	\$285	\$242
Total Hours Pre-Purchased and Discounted Hour Value:			<b>26</b>	<b>\$2,150</b>
				<b>\$1,828</b>

**Savings: \$323**

**Rate Per Time of Delivery (Schedule Rate)**

Regular Bus. Hrs (SBH): 1.0

After Hours: 1.5      Weekends: 2.0

Holidays: 3.5

*Important Note Regarding Rate Schedules:*

The customer pre-purchases service hours based on the service being delivered during regular business hours, which has a rate of 1.0 as noted above. Should the actual service be delivered during after hours, on weekends or holidays, the rates are 1.5, 2, and 3.5 respectively. This means that more hours are being used than during regular business hours and will be deducted from the customer's balance for the hours pre-purchased for the service contract's period the customer has agreed upon.

**Travel Fees (if applicable):**

**\$121**

**Total Contract Price: \$1,948**

(Total Service Contract Price above is reflected as an annual fee.)

**Balance Due Each Period (Annual): \$1,948**

**Monthly Payment: \$162.36**

The Service Contract Holder agrees that Computer Scene, or its authorized representatives, will provide the agreed upon services as detailed above at the rates as specified per time of delivery. Computer Scene will record the time spent for service delivery and the time of delivery to adjust billing against your account for the rates appropriate per regular business hours, after hours, weekend, or holiday. Should it become apparent that your actual technology service needs be different than those service hours pre-purchased, Computer Scene will propose adjusting the number of hours for your Service Contract and submit such to you for your review and authorization. You have read and agree to the details of this Customer Service Contract in its entirety, as witnessed by your signature and date below, and the signature of the authorizing agent for Computer Scene.

**Service Contract Holder**

**Date:**

**Computer Scene Agent**

**Date:**

Signature

Signature