

Services Provided for All Maintenance Plans

The following Services will be performed on a monthly, quarterly, or semi-annual basis as dictated by your plan selection:

- Check for anti-virus updates & scan all local drives
- Update, scan, and remove spy-ware
- Run scandisk to identify and repair deficiencies with hard disk
- Run defrag utility to optimize system performance
- Run full system diagnostics
- Check system registry to streamline boot sequence
- Install operating system updates

The following Services will be performed on a semi-annual basis:

- Removal of thermal dust and debris
- Clean all circuit boards (reset, if necessary)
- Power surge equipment check
- PC power and data cables safety check
- Removable drive cleaning and inspection
- Clean and inspect monitor

Maintenance Service that can be added to agreement

Services performed other than those listed above can be added to the agreement. The number of extra hours will be billed incrementally and at the rate based on your service plan and will cover anything additional tasks and will be performed only with the client's approval. If plan hours are exceeded they will be billed at the standard discount rate listed below):

1) Planned Service

- a. Discounted Price - \$65.00 per hour (that's a savings of \$10.00 per hour from our non-maintenance plan clients!)
- b. Cy-Tech response time - Service is provided at same time as maintenance agreement service.

2) Expedited Service

- a. Discounted Price - \$85.00 per hour (that's a savings of \$15.00 per hour from our non-maintenance plan clients!)
- b. Cy-Tech response time - Service is provided at a time other than maintenance agreement service and scheduled with a minimum of one day's notice.

Maintenance Services not covered by Agreement

- 1) Emergency and After Hours Service
 - a. On-Site fee of \$25.00
 - b. Discounted Price - \$95.00 per hour (that's a savings of \$20.00 per hour from our non-maintenance plan clients!)
 - c. Cy-Tech response time - Service is provided within 4 – 8 hours.

After Hours Pager 850-489-1160

Terms and Conditions

The term of this Agreement shall be for a period of three (3) months starting at the date of purchase of the Agreement. This Agreement will continue month to month and be renegotiated on its anniversary date.

Services Provided BY Cy-Tech

- Maintenance Agreements may be purchased to cover multiple units according to the agreement pricing structure. Under this Agreement, Cy-Tech Systems will provide services during its normal business hours at the scheduled appointment. Before a Maintenance Agreement will be issued for a product, that product must be inspected by Cy-Tech Systems. If the unit is in need of repair, the customer will be contacted and quoted the flat rate repair fee. Once the unit is repaired, the Maintenance Agreement will be activated.

- The Maintenance Agreement, once executed, provides for a four (2) business day turnaround (Option 1 Drop Off Service), excluding time in transit, commencing on the scheduled date for servicing by Cy-Tech Systems to the date of returned.

- Cy-Tech Systems will perform preventive maintenance/service as agreed to by the Maintenance Agreement at the prescribed intervals.

- Repairs not covered herein will be made subject to then current Cy-Tech Systems repair charges applicable and be pre-approved by the customer before being performed.

EXCLUSIONS

- Services provided by Cy-Tech Systems under this agreement do not include repairs or replacement of parts caused by:

A. Tampering/modifying of the product by an unqualified person.

B. Use of the product for other than the use for which designed.

C. Accident, misuse, damage or disaster, including but not limited to, fire, flood or neglect.

D. Parts, cables, power supplies and/or accessories external to the equipment specified on this Agreement.

PAYMENT

- Payment for this Agreement may be by Check or cash. Accounts which are not paid when due shall be subject to a late payment charge of 1.5% per month until paid.

DISCLAIMER AND LIMITATION OF LIABILITY

- Cy-Tech Systems sole obligation under this Agreement shall be to use its best efforts to service in accordance with the terms of this Agreement, any unit of equipment specified herein.

- Units of equipment determined by Cy-Tech Systems to be non-serviceable will be returned to the customer (unless the customer elects to abandon such item of equipment at Cy-Tech Systems premises). That specific item of equipment shall be deemed removed from this Agreement. No credit under this Agreement shall be allowed for any such item of equipment so removed. Cy-Tech Systems shall not, under any circumstances what so ever, be liable to the customer or any party for lost profits, diminution of goodwill or any other special or consequential damages whatsoever with respect to any claim hereunder. In addition, Cy-Tech Systems

liability for service claims shall not, in any event, exceed the amount paid by the customer pursuant to this Agreement for the then current applicable term, nor shall Cy-Tech Systems be liable for delays in repair of equipment hereunder caused by matters beyond its reasonable control constituting a force of nature.

ASSIGNMENT

- The customer shall have the right to assign its rights under this Agreement to another for the equipment described herein. Any such assignment shall be in writing and an executed copy thereof, be delivered to Cy-Tech Systems.

GENERAL

Cy-Tech Systems shall have the right to suspend its services hereunder or terminate this Agreement in the event of any default by the customer in any payment required to be made hereunder. The customer shall not be entitled to any refund or credit in either such event. The customer shall have the right to terminate this Agreement only in the event of any Service default by Cy-Tech Systems, in which event, Cy-Tech Systems sole liability to the customer shall be to refund to the customer a pro rata portion of the amount paid by the customer for the unexpired then applicable term of this Agreement.

- This Agreement shall be deemed to be made in the State of Florida and shall be governed by the laws of the State of Florida. The customer agrees that any controversies arising hereunder, including claims for money owed for services rendered, may be litigated in the state or federal courts located in Leon County, Florida and the customer hereby submits to the jurisdiction of such courts. Claims against Cy-Tech Systems under this agreement shall only be litigated in the state or federal courts located in Leon County, Florida.

CANCELLATION POLICY

- The customer may cancel this Agreement after the initial 3 month plan requirement by a written request for termination of the contract 30 days prior to termination.