



Hogland Office Equipment

2401 Avenue F Lubbock, TX 79404

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www.hoglandofficeworks.com

Tier 1 Network Support (Basic) Agreement

THIS AGREEMENT is made this ____ day of _____, 20__ by Hogland Office Equipment ("Company") and _____ the "Customer."

1. Network Support Services Overview

The Company will provide a network based support system generally available five (5) days a week between the hours of 8:00 a.m. to 5:00 p.m. CST. Please note that these times are subject to availability and change.

1.1 Service Plan Coverage and Scope of Work

The Company will establish and maintain an organization and process to provide assistance for the supported equipment and software to the Customer. Assistance shall include: (1) diagnosis and troubleshooting of the reported issue and (2) a resolution of the issue reported to staff (where possible). The Company will use a "best efforts" basis to analyze, diagnose, troubleshoot and resolve reported and reproducible errors in the supported device's hardware or network configuration or setup. Tier 1 network support is utilized for a reported issue or service request related to basic equipment network configuration or feature setup, communication / device driver or other related software installation.

Scope of Work: the following items are covered in the Basic (Tier 1) network support plan:

- Troubleshooting connectivity and communication of the multifunction device to the customer's internal network.
- Assistance in the network re-configuration of the multifunction device to include: IP address, subnet mask, default gateway, and DNS address changes via the device's main control panel or through a web-based interface or other networking utility.
- Installing and configuring print drivers and/or scan drivers (where applicable) on supported host operating systems as defined by the MFP device manufacturer or software vendor.
- Setup, configuration, and troubleshooting (where applicable) of scan to PC, network folder, or E-mail functionality by utilizing device supported network protocols (SMB, FTP, SMTP, etc.).
- Setup, configuration, and troubleshooting (where applicable) of scan users or other contact destinations on the device.
- Includes the setup of 2 new workstation PCs to the MFP for related device functionality (i.e. print, scan, fax, etc.) or 2 reinstalls on old workstations per year. (If additional workstation PCs require to be connected to the multifunction device, please reference section 1.3 "Additional Services")
- Includes 2 networking service requests per year. (If additional networking requests are required please reference section 1.3 "Additional Services")

Network support services will not include: (1) support for equipment or software for which support services have been discontinued; (2) issues caused by negligence, abuse, misuse, or fault; (3) support for hardware or software used on a device or computer other than what is specified by the device or software manufacturer.

1.2 Compensation and Support Fees

Hogland Office Equipment may change its pricing and fees for remote based support services at any time. Company changes to pricing are effective after the Company provides you "the Customer" with a minimum of five (5) days' notice of the change by providing notification to the customer directly by phone or facsimile, or e-mail, etc. The Company also reserves the right to charge for unusual or excessive support person time or telephone expenses in connection with work performed under this agreement.

If at the time of assessment the network technician believes that a reported problem is likely to fall outside of the scope of support provided under this Agreement the Customer will be advised, and the Company will provide an estimate of the costs for consulting and implementation services for resolution of the reported issue. Remote support pricing for unsupported issues is set at a minimum charge of **\$75.00 per incident** (for the first hour). After one hour the Company rates will be applied as **\$50.00/hr**. If it is determined that an onsite visit is required in order to resolve an unsupported issue, an hourly rate will be applied of **\$105.00 /hr** (including materials, or other related expenses).

1.3 Additional Services

Additional services available from Hogland such as IT managed network services, technical training, and consultation services are not covered by this Agreement, but may be delivered under separate agreements or plans. These services are normally charged on a time and materials basis, including expenses, and are subject to availability.

Initial _____

2. Customer Responsibilities

Customer shall provide support requests in the form of a telephone call, e-mail, or facsimile to the Hogland Office Equipment Service Desk whereas their support request will be routed to the appropriate department/individual. All requests received outside of normal business hours will be processed the next business day. The Customer shall provide to the service desk ANY AND ALL data that is relevant for resolving each request. Relevant data may include, but is NOT limited to: log files, device reports, program scripts, descriptions of the hardware and software environment, examples of inputs, and expected and actual outputs, etc. Customer acknowledges that it is the sole responsibility of the Customer, at all times, including specifically during all service functions performed by Hogland Office Equipment pursuant to this Agreement and undertaken on the Customer's local installation of the supported hardware / software, to protect and maintain an up-to-date and restorable backup of any and all databases, files, utilities, software and other systems which Hogland staff may directly access or in connection with which Hogland staff may offer advice.

(PLEASE REVIEW ADDITIONAL CUSTOMER RESPONSIBILITIES AS DESCRIBED IN THE REMOTE ACCESS AND AUTHORIZATION DOCUMENTATION)

3. Disclaimer of Warranties/Limitations

Hogland Office Equipment will provide network based support services in a very professional manner. EXCEPT as provided expressly herein, THE TECHNICAL SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL HOGLAND OFFICE EQUIPMENT BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR SERVICES EVEN IF HOGLAND OFFICE EQUIPMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL HOGLAND OFFICE EQUIPMENT'S TOTAL LIABILITY TO THE CUSTOMER WHETHER IN CONTRACT, OR OTHERWISE EXCEEDS THE AMOUNT OF ANY MAINTENANCE FEE PAID BY THE CUSTOMER TO HOGLAND OFFICE EQUIPMENT UNDER THIS AGREEMENT.

THE COMPANY SHALL NOT HAVE ANY OBLIGATION TO CORRECT ERRORS IN THE OPERATION OF THE HARDWARE OR SOFTWARE IF THE SOFTWARE OR HARDWARE HAS BEEN MODIFIED BY THE CUSTOMER OR BY ANY OTHER PARTY.

(PLEASE SEE ADDITIONAL WARRANTIES AND LIMITATION INFORMATION AS DESCRIBED IN THE REMOTE ACCESS AND AUTHORIZATION FORM)

4. Notices

Except as explicitly stated otherwise, any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall be delivered by personal delivery, by fax, email, or registered mail to the following address: Hogland Office Equipment 2401 Avenue F Lubbock, Texas 79404. Any notices sent from Hogland by registered mail shall be deemed to be effectively served on the fifth day after the date of submission. Notices delivered by hand or sent by email or faxes are deemed to be served on the next day after the delivery or transmission.

5. Authorization

Customer:
Authorized Representative (Please print): _____
Signed by: _____
Title: _____
Effective Date: _____

Company: Hogland Office Equipment
Authorized Representative (Please print): _____
Signed by: _____
Title: _____
Effective Date: _____

By signing this Agreement you are subject to the terms and conditions of this Agreement (including those terms and conditions that are set forth in the Remote Access and Authorization documentation that are incorporated herein by reference) the Company agrees to provide certain network support services to the Customer in connection with the Customer's use of authorized hardware and software for which the Company is prepared to provide such support.