



# Service Agreement

I, \_\_\_\_\_ (Client) grant permission to **Texoma Network Solutions** (TNS) to perform any action deemed necessary to repair my device(s), software, network cabling or any other asset that relates to the repairs being requested. Furthermore, I release TNS from any liability for any data loss which may occur, or component failures occurring during attempted repair, testing, or at any other time. TNS is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after the services are rendered. I also release TNS from liability associated with any hardware, diskettes, or other media sent in connection with this waiver.

**Billable Time & Payment:** The client will pay the current billable rate per man-hour and is guaranteed man-hours until the resolution of the problem, if such resolution is possible with the materials provided by TNS or the client at that time. The minimum payment of any amount of time spent addressing the client's services needs on-site is one man-hour and off-site is one quarter man-hour to be paid in full and is due at the time of service unless specified in writing on the service agreement, and that charges are binding whether service is successful or not. If resolution of the problem cannot be made easily, the client or service provider may choose to end providing services at that point. The time spent until that point will be paid in full, rounded up to the nearest quarter hour beyond the minimum billable time. This is regardless of whether the problems are resolved. If the client is unsatisfied with any of the repairs or service, the client must notify the technician before he/she leaves the premises, or you retrieve your property. The client acknowledges that there is a \$50.00 fee for any returned checks. If TNS is asked to perform repair work on-site, off-site or remotely there will be a separate charge. Please request fee schedule from the services representative.

**Hazardous Labor:** If further services involving possibly dangerous off the ground work such as high ladder, scaffold or man lift / scissor lift usage is needed, a service fee will be added at an additional 50% per man-hour for heights over 15 feet up to 30 feet or an additional 100% per man-hour for heights over 31 feet up to 50 feet. Any work over 50 feet will be on a case by case basis.

**Estimated Completion Time:** TNS will provide an estimated completion time for your repair/install. Unforeseen circumstances may have an impact on TNS s' ability to complete the repair(s)/install as provided in the estimate. Client understands that most off-site repairs take from between 1 to 7 days, sometimes longer. Longer if parts/software must be ordered, and or device was dropped and/or spillage occurred to device prior to client bringing device to Texoma Network Solutions. Client agrees that Texoma Network Solutions will be held free and harmless for devices picked up or requested to be dropped off before completion by Texoma Network Solutions due to client's need for device to be returned. I understand that Texoma Network Solutions has limited space and will charge the \$2.00 per day fee for storage for all devices left over 1 week of completion of device repair.

**Materials:** All diagnostic and maintenance software, and tools for the requested services will be provided by Texoma Network Solutions. Any materials that will be installed, left with client permanently or preferred by the client beyond the basic materials provided as agreed upon, will be at the expense of the client. Notification will be made to the client if additional materials are needed to complete the services and these costs will be at the client's expense, but the completion of the services will not be made until there has been an approved estimate listing the new materials.



**Hardware Replacement:** Any old parts/hardware will be recycled by Texoma Network Solutions unless client asks for them at the end of service. I understand that replacement parts may be new, used, and/or refurbished.

**Deposits:** The price of parts/materials may be required up front prior to starting any repairs or services.

**Restock Fee:** A 20% restock fee of the retail price of the parts/materials may be deducted from deposit or billed directly to client if repair/order is cancelled.

**Impact of Upgrades:** Please be advised that it is your responsibility to understand the impact of upgrades to the operating system, applications and utility software. Such upgrades can lead to incompatibilities and the possible loss of data. Device hardware and software work together and incompatibility may not become apparent until a later date. You are responsible for contacting the manufacturer of your software and/or hardware regarding compatibility issues before you request any upgrades.

**Liability:** Any time a device is accessed, there is risk of damage including, but not limited to, permanent loss of data or programs, and total loss of function of the device. This risk is increased when the device has been infected with viruses, worms, or other malicious software. Texoma Network Solutions' liability for damage to your device is limited only to any damage which is determined to be caused by Texoma Network Solutions' negligent acts or negligent omissions. Our liability for repairs is limited to the total price of the repairs as made by Texoma Network Solutions. Be aware that certain repairs, including but not limited to virus and spyware removal, may damage software and/or data installed on your device. This is to be expected and may require the re-installation of your operating system, programs, and data at an additional cost. I understand that Texoma Network Solutions will perform an Initial Device Functionality Check on my device prior to repair and I will answer truthfully as to the functionality of the device. I also understand that Texoma Network Solutions will not proceed with any repairs if any part is found to be faulty that I stated was functional and may be subject to an additional diagnostic fee or the repair being halted and billed for work completed.

**Loss of Data:** Data is the most important part of a device's system because it is often irreplaceable. Due to the process of repair, data may get damaged or at worst, deleted. Texoma Network Solutions is not responsible for the loss of any data which may occur while performing work on your device. You are responsible for backing up your own data. You may request that Texoma Network Solutions back up your data for an additional fee; however, we do not guarantee any backup. Texoma Network Solutions will not be held liable or indemnified for data lost at the time of repair or backup. The client's data may be requested to be backed up by the services representative, but this backup will not allow the liability for data loss to be assigned to Texoma Network Solutions.

**Data Recovery:** If data recovery service is requested, I understand that even if the data is successfully recovered, there is a possibility that individual files and directories on the disk may still be inaccessible due to wear and tear of damaged, malfunctioning, and/or old media.

**Privacy:** Our Technicians will not browse through your hard drive looking at your data; however, they may inadvertently see data during the course of their work. Please remove any personal or private files you do not want others to see. It is the client's responsibility to have done so prior to the services being



rendered. By agreeing to the terms of this Service Agreement, Client expressly releases Texoma Network Solutions from any claims related to viewing sensitive or personal data during the course of work.

**Scope of Work:** Texoma Network Solutions will only perform the work agreed upon which will be listed on the approved estimate. You must authorize, either in writing, via an authorized email address, or by Texoma Network Solutions' online customer portal any additional work which may be required.

**Ownership:** You must own or be an authorized agent of the company, site and/or device(s) that are being repaired/installed. Texoma Network Solutions will return the device only to its owner or authorized agent when the repair(s) are complete. You must own and demonstrate ownership of any software that is to be installed or re-installed on your device by Texoma Network Solutions by providing the original Software CDs and the appropriate keys and/or serial numbers. Texoma Network Solutions is not responsible if client does not have original software CD/DVD ROMs, and client will be charged if software license purchases are necessary.

**Right to Refuse:** In its sole discretion, Texoma Network Solutions reserves the right to refuse work that it believes is beyond the scope of its ability or for other good cause.

**Abandonment:** If you do not pick up your equipment within sixty (60) days after we notify you that the requested service is complete, we will treat your equipment as abandoned. Abandoned items may be sold to recoup any lost investments or labor billed in relation to the service or repair. You agree to hold Texoma Network Solutions harmless for any damage or claim for the abandoned property after 60 days from notification.

**Warranty:** Texoma Network Solutions makes no warranty or guarantee as to the success of its attempts. We will demonstrate that the repair is complete at the time you pick up or we drop off your device.

**MY SIGNATURE BELOW CONFIRMS THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

**Client's Printed Name:** \_\_\_\_\_

**Company Name (If Applicable):** \_\_\_\_\_

**Client's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_