

HOME USERS MAINTENANCE AGREEMENT

Agreement and services provided by HB Computers and its primary place of business at 17131 Beach Blvd Suite B, Huntington Beach, CA 92647 hereby known as the “Provider” and you, the “Customer.” The Customer’s signature on the front of this form acknowledges the following agreement policies, obligations, warranties, and waivers.

1. DEFINITIONS

In this agreement, the following words and expressions shall have the following meanings:

- “Agreement Period” means the period set out in clause 2.
- “Commencement Date” means the date set out in clause 2.
- “Site” means the primary place of the customer’s business;
- “Maintenance Charges” means the charges specified for the Maintenance Service Agreement to be paid by the Customer;
- “Maintenance Services” means preventative maintenance services required to keep the Customer’s equipment in good working condition and specified in clause 4c.
- “Remedial Maintenance Services” means maintenance services requested by the Customer as specified in clause 4f.
- “Renewal Period” means the period set out in clause 2.
- “Service Hours” means hours between 10:00 AM and 5:00 PM, Monday through Friday, not including holidays or vacation periods of the Provider.

2. TERM

This agreement shall commence upon the signing of the agreement and shall remain in force for six months unless terminated by clause 8. Thereafter, this agreement will automatically renew for a renewal period of 6 additional month(s), provided that the Customer pays the current renewal fee to the Provider, or unless either party terminates this agreement by clause 8.

3. MAINTENANCE CHARGES

- The Maintenance Charges shall cover all services provided in clause 4. However, the Maintenance Charges will not cover the costs of any parts, software, manuals, materials, travel or other disbursements that may be necessary or requested by the customer. The customer will be billed separately for these costs as they occur.
- Maintenance Charges are payable to the Provider before any Maintenance services.
- The Customer shall pay all other costs within 15 days of receipt of invoice.
- The Provider shall be entitled to adjust the monthly maintenance charge by giving the Customer a 30-days written notice and will take effect when the next maintenance charge is due.
- No such adjustment will take place within the initial Agreement Period.

4. MAINTENANCE SERVICES

- The Provider agrees to provide the Maintenance Services to the Customer on Windows or Apple-based computer equipment on the terms and conditions set out in this agreement.
- The Provider shall provide preventative maintenance services on Windows or Apple-based computer equipment during the service hours at intervals necessary to keep the equipment in good working condition.
- After the signing of this agreement, in exchange for the payment of the Maintenance Charge, the Provider will perform the maintenance services as outlined in the Maintenance Service Agreement.
- All additional work not listed above shall be performed at the Provider’s sole discretion or based on the current Maintenance Service Agreement.
- Maintenance will commence on a mutually agreed upon date and time and will be performed, at least, every 100 days.
- The Provider shall provide corrective maintenance outside the Service Hours *only* if requested by the Customer, for which the Customer will pay the service rate for Emergency/Weekend/Holiday Hours.

5. CUSTOMER’S OBLIGATIONS

- The Customer will cooperate with the Provider regarding the Provider’s performance and provide full and free access to the equipment, adequate working space, and facilities (such as electrical outlets within a reasonable

distance from the equipment).

- The Customer shall obtain, keep and make available to the Provider machine-readable copies of all programs, operating systems, drivers and data files relating to the equipment. The Provider does not assume any liability because of the Customers inability to use its machine-readable data.
- The Customer shall not modify, create any derivative work of, or incorporate any other equipment into the network or any portion thereof. The Provider shall not be responsible for any maintenance of, or the repair of problems or malfunctions caused by any modification or enhancements made by the Customer or by anyone else other than the Provider.

6. BACKUP & DATA LOSS WAIVER

- Any additional labor incurred in attempting to recover lost files due to the Customer not maintaining proper backup procedures will be charged at the Provider's charges (normal hours). The Customer is solely responsible for their data and will not, regardless of circumstances, hold HB Computers liable for any data loss. Data loss experienced during any procedure will be restored from Customer backup, if available, to its original location at no charge. At no time during the recovery or maintenance procedures will the Provider be held responsible for data loss, downtime or loss of business.

7. WARRANTIES AND LIABILITY

- Maintenance Service provided under this agreement does not guarantee uninterrupted operation of the Customer's computers, peripherals and network related to regular work.
- The Provider, its directors, officers, employees and/or consultants are not liable for any damage, including loss of business, loss of profits, loss of opportunity or any other indirect or consequential loss or damage whatsoever regarding the Provider's performance under this agreement and the Customer hereby indemnifies the Provider in respect of same.
- The Provider has no responsibility for or liability to correct, validate, bring into compliance or remedy any problem with the programs that is caused in whole, or in part by the improper or inadequate installation of the Customer, or any incompatibility of the Customers environment, hardware or software with the programs.

8. TERMINATION

- The Provider may terminate this agreement at any time by giving at least 15 days prior written notice to the Customer and not earlier than 30 days from the Commencement date.
- The Customer may terminate this agreement immediately at any time if it is responsible for the full amount of all maintenance payments due through the end of the term.

9. SEVERANCE

- If any provision of this agreement is held invalid, unenforceable or illegal for any reason by a court of competent jurisdiction, the validity, enforceability or legality of the remainder of this agreement shall not be in any way affected or impaired thereby.

10. GOVERNING LAW AND JURISDICTION

- This agreement shall be governed by and construed by the law of Orange County and the parties submit to exclusive jurisdiction of the courts of Central Justice Center, Santa Ana, California.

11. NOTICES

- Any notice to be given by either party to the other may be sent by either electronic email or USPS Priority Mail. Acceptable date of notice is the date of receipt.

12. NON-WAIVER

- The failure of either the Customer or the Provider to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

13. THIRD PARTY RIGHTS

- This agreement does not create any rights in any third parties, except assigns, successors of heirs expressly permitted hereunder.