

THIS SERVICE AGREEMENT

-BETWEEN-

Compourri of 36 President Street. Fochville, Phone: 018 771 5310/ Fax: 086 618 0534, "Compourri"

\_\_\_*AND-*

# "THE CUSTOMER":

THE GOOT OWNER.	
Business Name:	
Address:	
:	
Postal Code:	
Telephone:	
Fax:	
Email:	
Monthly Contract Service Fee:	□R 400 (up to 5 PCs) □R 800 (from 6 to 10 PCs)
OR Yearly Contract Service Fee (Discounted):	□R 4400 (up to 5 PCs) □R 8800 (from 6 to 10 PCs)
Start Date Of Agreement:	
End Date Of Agreement:	
Method Of Payment	EFT Details First National Bank Cheque Account 62383901587 FNB: 250-437 Account Name: Compourri

#### **BACKGROUND:**

- The Customer is satisfied that Compourri has the necessary experience and abilities to provide services in connection with the computer servicing needs of the Customer.
- Compourri is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

<u>IN CONSIDERATION OF</u> the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### 1) <u>ENGAGEMENT</u>

The Customer hereby agrees to engage Compourri to provide the Customer with services consisting of PERSONAL COMPUTER and/or NETWORK MAINTENANCE, AND REPAIR SERVICES other services as the Customer & Compourri may agree upon from time to time (the "Services"), and Compourri hereby agrees to provide Services to the Customer.

### 2) TERM OF AGREEMENT

The term of this Agreement will begin on the date of this Agreement and will continue in full force for the term period as specified above under "THE CUSTOMER" of this Agreement and is subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

#### PERFORMANCE

- a) Compourri agrees to service and repair Customer's business computer[s] at the address[es] as is designated in this Agreement when called upon to do so by the Customer if and when needed.
- b) Compourri agrees to physically or remotely answer a service call request within one (1) business day of being called for service.
- c) Compourri also agrees to perform preventative maintenance services on Customer business workstation[s] and server[s] once a month or twelve (12) times per each year of the duration of this Agreement.
- d) The compensation for computer servicing and maintenance is limited to labour charges only. If parts or upgrades are needed to complete repair at any given time—Customer shall have the right to purchase the part[s] or upgrade[s] needed from another source as recommended by Service Provider if desired. The Limit of Liability and warranty of said part[s] or upgrade[s] would be the responsibility of Customer if purchased from an outside source and in no way should be put upon Compourri.
- e) Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## 4) <u>COMPENSATION</u>

- a) For the Services provided by Compourri under this Agreement, the Customer will pay to Compourri compensation as stated under "THE CUSTOMER" section of this Agreement for the contract duration as specified.
- b) Customer shall pay compensation of the service contract as agreed upon the signing of this agreement to Service Provider.

### 5) ADDITIONAL COMPENSATION

The Customer will provide additional compensation as follows: The payment for all computer hardware parts replaced or software that is added. Customer will be invoiced for payment at the conclusion of the service call when performed.

# 6) <u>MODIFICATION OF AGREEMENT</u>

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

7) <u>TIME OF ESSENCE</u> Time will be essence of this Agreement and of every part hereof. No extension variation of this Agreement will operate as a waiver of this provision.
8) <u>ENTIRE AGREEMENT</u> It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement as expressed in it.
9) <u>TERMINATION OF THIS AGREEMENT</u> a) The Customer may terminate the Agreement at any time giving Compourri a 30-day notice.
b) The obligations of Compourri under this Agreement will terminate upon the earlier of Compourri ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or Compourri.
IN WITNESS WHEREOF, the parties have duly executed this Service Agreement this day of, 20:
Customer Authorized Signature: Date:
Compourri
Authorized Representative: Date: