

# Esesen Service Contract

Created on 01/21/2011 by Digital Pipe Inc – Rev 1.7 on 12/01/2011

## Terms and Conditions

- Service includes all labor costs pertaining to supported hardware and software (list provided on company website) installed on each computer with active Esesen service, however, on-site support is subject to the current travel costs per visit. Labor for other services including, but not limited to, website design and maintenance, hardware upgrades, and configuration of unsupported hardware and software will be billed at the rates set forth below at the discretion of Digital Pipe Inc.
- Purchased equipment becomes the customer's responsibility at the time of installation and will be covered under the manufacturer's warranty only. Rented equipment is maintained by Digital Pipe Inc as long as it's protected by a fully functional UPS via its battery backup outlets. Customer agrees to pay current value for all rented equipment that becomes damaged due to negligence, misuse, or not abiding by the previously mentioned protection guidelines.
- Third party charges including, but not limited to, replaced hardware, shipping, and support are the customer's responsibility.
- Active Esesen services can be moved to replacement computers, but are subject to migration costs.
- The duration of the contract begins on the date of the installation listed below.
- Customer agrees to additional and modified terms as set forth in the current version of this document throughout contract term.
- All modifications below the terms and conditions will require the initials of both parties or replacement of this contract.
- The undersigned agrees to the full terms and conditions of this agreement and represents that (s)he is older than eighteen (18) and has the authority to execute agreement for the customer.
- Setup fees and equipment purchases are non-refundable and must be paid in full upon installation or by signed, written arrangement.
- Any disputes of billed charges by customer must be brought to the attention of Digital Pipe Inc within ninety (90) days of occurrence; otherwise the customer agrees to pay said charges in full.
- Digital Pipe Inc shall be entitled to all costs of collection including reasonable attorney's fees in the event of litigation in connection with this contract or collection process by Digital Pipe Inc.
- Unless canceled, the Esesen service will automatically renew at the end of the contract term. Annual subscribers will be charged 30 days prior to the expiration date of the existing service. Lapses between renewals are subject to various fees.
- Customer acknowledges that the coverage time listed below is for remote support and on-site work may be a smaller subset of stated time.
- Digital Pipe Inc reserves the right to 1) prioritize customer support requests, 2) cancel this contract at anytime without any prior notice to the customer, 3) charge outstanding balances to any credit card on file for the customer, 4) modify the terms and conditions of this contract at any time for any reason without any prior notice to the customer.

## Cancellation and Expiration

- This contract can be canceled by the customer at anytime by submitting a signed, written request via signature-confirmed postal mail that specifies your account information along with the reason(s) for cancellation.
- Cancellation of this contract for any reason by the customer will result in an immediate termination fee equal to 50% of the total sum of the remaining monthly charges specified in this agreement. The customer may also incur additional charges for work performed by Digital Pipe Inc in order to remove or stop canceled services.
- Cancellations begin on the first day of the following month of receiving notice.
- When available, all equipment using the Esesen service will be reverted to its pre-Esesen state upon cancellation or non-renewal expiration of this contract at the discretion of Digital Pipe Inc.
- Rented equipment will be billed at full purchase price if not returned within 30 days of cancellation or non-renewal expiration, but can be purchased by the customer, at the discretion of Digital Pipe Inc, at a negotiated price within said time frame. Additionally, customer agrees that any credit card on file can be charged for non-returned equipment beyond the stated 30 days.
- Customers may receive an invoice upon cancellation for services rendered when there sum, billed at current normal rates, exceeds the amount paid via the below contract rates. Analytical data generated by Esesen will additionally be billed at one (1) hour of current normal rate per submission.

## Esesen Equipment

Purchase Rent \_\_\_\_\_ for \$\_\_\_\_\_(/mo) Serial #: \_\_\_\_\_

## Esesen Coverage

\_\_\_\_\_ am pm - \_\_\_\_\_ am pm S M T W T F S (circle all that apply) Term: \_\_\_\_\_ year(s)  
\_\_\_\_\_ clients @ \$\_\_\_\_\_/client \_\_\_\_\_ servers @ \$\_\_\_\_\_/server Rate: \_\_\_\_\_/hour

## Additional Services

[ ] On-site backup [ ] Off-site backup [ ] [ ]

Customer Name: \_\_\_\_\_ DPI Technician: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date Installed: \_\_\_\_\_