

**Ward/Davis Information Technologies  
Service Agreement**

We are pleased to offer expert, honest and efficient computer services for your business. By accepting the products, service and support described by your invoice, you agree to be bound by and accept the terms and conditions provided by this service agreement. This agreement is between you and Ward/Davis Associates, Inc., a California corporation.

Payment - You will pay your invoice with Mastercard, VISA or upon credit approval, a check within agreed upon terms. Overdue invoices will be charged a late fee of 1.5% per month.

Confidentiality – Maintaining the confidentiality of your computerized records is important. Ward/Davis Information Technologies (WDIT) personnel will not copy, reproduce, remove, alter, delete, modify, edit or disclose your confidential information in whole or in part. WDIT will treat all of your records, data and information in a strictly confidential manner.

Warranties – All new product warranties will pass from the manufacturer to you. WDIT makes no representation or warranty of any kind whether express, implied, statutory or otherwise under this agreement and expressly disclaims all implied warranties of merchantability, non-infringement and fitness for a particular purpose to the extent permitted by law. WDIT does not warrant that the products or services will be error-free or that use of your computer(s) will be uninterrupted.

In no event will WDIT be liable for any indirect, incidental, special or consequential damages, including but not limited to lost profits or anticipated benefits, resulting from defect or error provided in the products or WDIT services. WDIT's total liability arising out of this agreement, including any defense or indemnification for any losses, claims, damages, costs or expenses will not exceed the total amounts paid to WDIT under this agreement during the 3-month period preceding the date WDIT is advised of the possibility of such damages.

Customer Name : \_\_\_\_\_

Company Name : \_\_\_\_\_

Street Address : \_\_\_\_\_

City/State/Zip : \_\_\_\_\_

Contact Phone #1: \_\_\_\_\_

Phone #2 or eMail : \_\_\_\_\_

By \_\_\_\_\_  
*Signature Title Date*

### **Service Agreement: Billing**

Off-Site Service is recorded by the minute.

On-Site, Consultation and Programming time is recorded in 15-minute increments.

Rate is \$100 / Hour

Flat Rate for Special Services: System Clean/System Install (wditech.com for prices)

Off-site billing starts with service requests from Instant Messenger or by Phone. Time is charged while service is being performed using Chat, or other Client Host software.

Billing is tallied and sent on the last day of each month. If 'End of the Month' cumulative total does not equal or exceed one hour of time: the minutes roll over into next months bill and no current bill is sent out. Payment window is 30 days.

Hardware purchases are billed the next working day and may contain the current On-Site labor costs. Payment window is 30 days.

All hardware and Software Warranties and License Materials are transferred to End User upon payment.

### **Hardware / Software**

Off the Shelf Computers, Software, Hardware and accessories can be purchased through WDIT. The End User must purchase Dell Brand Computers directly. Call for recommended models

Custom WDIT Computers: Warranties for WDIT Machines are valid for only the components themselves. A full list of warranties and components will be supplied with quote.