

## Backup Service Agreement

- □ On plan II and III, the data and operating system backup files are left under the custody and care of the client. Red2Tech will only backup and restore files and is not responsible for the care and custody of files.
- □ On plan IIII Red2Tech will take responsibility for the custody and care of the operating system backup file only.
- □ Hard drives are machines that will eventually fail, Red2Tech recommends using 3 different drives that are no more than 5 years old to use as backup drives. A hard drive failure will damage the backup file.
- □ Operating system backups do not fix any current problems. All damages, virus and other problems will be backed up as is. A full system virus scan is recommended but not necessary for backup service.
- □ Any changes to the operating system after backup will be erased in the event of a restore. Red2Tech recommends keeping a log of all new additions to operating system after backup. Customer is responsible for updating operating system after restore unless Red2Tech is hired specifically for this purpose.

## **Computer Service Agreement**

Red2Tech agrees to maintain the computer(s) on the reverse in normal working order in accordance with the conditions applying to the type of agreement. Maintaining the computer for the purposes of this agreement means maintaining the software in normal working order. If an engineer is called out under the terms of the agreement and the problem is found to be faulty hardware - the customer is liable for payment of the call out fee and time spent on the job. Red2Tech is not responsible in any way for any loss of data or productivity due to equipment failure. Separate Data backup service is available. Customer is responsible for transporting their equipment to and from the workshop for service. Also, Red2Tech reserves the right to remove the equipment to its workshop for repair if deemed necessary. Red2Tech will provide the maintenance at the customer's site for an extra fee or as agreed by on the terms of the agreement. If the computer equipment is relocated to a new site, the customer shall inform the company of the new location. If the location is outside the Service Center operating boundaries, Red2Tech shall have the right to make a mileage surcharge for the call, or charge an additional premium to hire a subcontractor. Damage to the device, due to misuse, theft, neglect, accident, tempest, fire, flood, earthquake, or other similar cause is in no circumstance covered by this agreement. Red2Tech will attempt to respond promptly and effectively to calls for service. Red2Tech will be under no liability for the loss or damage of any description (computer data included) resulting on the Red2Tech's negligence or failure to act promptly. ALL replacement parts required by Red2Tech to service the equipment will be supplied by the customer. ELECTRO-MECHANICAL equipment will be subject to inspection by the parties annually to determine if wear and tear has made it unsuitable for further maintenance without refurbishing. Should refurbishing be necessary the cost of labor and parts will be the responsibility of the customer. If parts from third parties for refurbishing are no longer available, the customer may be required to replace the equipment.

## Voip Service Agreemen

□ Customer accounts are for individual users and the account holder therefore agrees not to share the password of the account. The account holder acknowledges that Red2Tech will terminate the account without notice if the account holder does not comply. The account holder agrees not to use any process, program, or tool, for guessing the passwords of account holders on Red2Tech's systems. The account holder agrees not to make unauthorized attempts to access the systems and networks of others. The account holder agrees to use the services provided by Red2Tech as permitted by applicable local, state, and federal laws. The account holder agrees, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law. The account holder acknowledges that Red2Tech is a commercial entity and that Red2Tech and connecting networks may be used by the account holders to conduct legal businesses. These businesses must not impinge upon the use of Red2Tech's services by other account holders. Account holder agrees that Red2Tech's services will not be used to send unsolicited advertising or promotional materials to other network users, or to receive the results of such unsolicited advertising or promotion. If a power outage occurs, you will need battery power for voice services, including 911 to work.

## **General Service Agreemen**

Red2Tech will carry out service at the request of the customer and only during hours that are reasonably practical. Red2Tech does not carry out service on weekends or Public Holidays. The monthly payment will be made to Red2Tech and is due by 5th day of each month. \$25 dollars will be added as a late payment. If any periodic charge or any amount due under any invoice issued under this agreement remains unpaid Red2Tech may at its option suspend the Service Agreed to be provided under this Agreement on giving to the Customer fourteen (14) days notice in writing of such intended suspension and if payment not made within such fourteen (14) days the Customer thereafter will not be entitled to receive any service until the total then accrued due shall have been paid. During any such suspension of service the Periodic Charge shall nevertheless continue to accrue due and be payable. Red2Tech acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Red2Tech shall not enter into any contract or commitment on behalf of a Client. Red2Tech further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture. Red2Tech recognizes and acknowledges that this Agreement creates a confidential relationship between Red2Tech and Customer and that information concerning Customer's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Customer is hereinafter collectively referred to as "Confidential Information." Red2Tech agrees that, except as directed by Customer, it will not at any time during or after the term of this agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this agreement it will turn over to Customer all documents, papers, and other matter in its possession or control that relate to Customer. Customer further agrees to bind its employees and subcontractors to the terms and conditions of this agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. You may cancel this transaction, without any penalty or obligation, within three business days from date signed. http://www.dca.ca.gov/publications/legal\_guides/k\_9.shtml Red2Tech 4122 Bonita road, Bonita CA 91902