

## Hourly rate

- On site technician support- \$ 100 per hour
- E Mail, Remote and Phone Support- \$ 60 per hour
- Nights/Weekends Support (excluding Mon-Fri 9-6)- Additional 50% charge for service

## Billing Increments

- 0-30 Minutes, will be charged for the full 1/2 hour of the hourly rate
- 30-60 Minutes will be charged for 1 full hour at the hourly rate

## Telx support Respond Time guarantee - Nights/Weekends (excluding Mon-Fri 9AM-6PM)

- Phone, remote and E Mail support will be up to 6 Hours since service call has been received by Telx Computers.
- On site Technician support will be up to 24 Hours since service call has been received by Telx Computers.
- Normal Business Hours (Mon-Fri 9:00 AM-6:00 PM)
- Phone, remote and E Mail support will be up to 3 Hours since service call has been received by Telx Computers.
- On site Technician support will be up to 8 Hours since service call has been received by Telx Computers.

## TERMS AND CONDITIONS

1. First month charges for new agreements will not be prorated, and upon contract acceptance by both parties, the full month charge will be assessed regardless of the start date. Subsequent monthly charges are detailed below (see#12).
2. Upon execution and acceptance of the agreement, it is understood that service coverage will be effective within 2 business days, and should not be construed as being effective immediately.
3. It is understood and accepted that this contract is to be signed by the business owner and/or a duly authorized officer of the company only. Telx is not responsible for any hiring/firing decisions by the customer, and customer agrees that they will be held to the terms of this contract for the duration should the signing party be terminated for any reason by the customer.
4. The membership program is provided on a one year contract basis and is renewed automatically unless cancellation letter will be delivered, no less than 30 business days before the end of the contract year. In case of early contract termination, Telx will send an invoice detailing the billable hours accrued by the Customer, and Telx, at its sole discretion, retains the right to charge the Customer at its prevailing hourly rate at the time of termination per the new invoice. Telx agrees to deduct monies paid by the Customer for service as per this agreement from the hourly invoice sent, but in no event will Customer get a refund in the event the amount paid to Telx be more than would have otherwise been charged for service provided by Telx at the prevailing hourly rate. By signing this contract, Customer agrees to have his credit card charged for the amount determined by Telx should a balance remain.
5. The hours available for free support do not accrue, and expire at 5:00 PM of the last business day of the calendar month.
6. The membership program applies to business accounts only with one business location. Personal computers/home stations and multiple site business accounts will be an additional charge.
7. Membership accounts are not transferable.
8. Should any account balance become in arrears at any time, TELX Computers reserves the right to cancel and/or cease any and all support and/or work until such time as TELX Computers deems fit at its sole discretion.
9. Customer agrees and stipulates that should any change occur in the status of its account (including, but not limited to number of stations, servers, level of account, etc.) will result in the immediate change of the monthly billing amount without the need for the execution of a new agreement between the parties, and will not affect the anniversary date of the contract.
10. Switching between the accepted membership below and another membership level will be allowed once in any 12 month period. Cancellation of any of the programs will be within 30 Days notice to Telx Computers by writing.
11. Customer understands and agrees that Telx will not to communicate with any 3rd party software support company and/or any other vendor engaged with the client. At its sole discretion, Telx may agree to be in contact with any 3rd party vendor/provider to assist the Customer, but only when Customer initiates a conference call and Customer must remain on the line with all parties at all times during the conversation.
12. The charge for the membership program will be by credit card only, which will be charged in advance on the 28th of every month for the following month.
13. Charges for phone and email support for customers not enrolled in a membership program will be payable by Credit Card only and will be due in advance.
14. TELX Computers, Inc. reserves the right to change, alter or cancel any client's plan without notification at its discretion. By giving 14 days notice to the client in writing.
15. By my signature below I state that I am authorized to enter into this agreement with TELX Computers, Inc., and agree to the above terms and conditions and give permission to TELX Computers Inc. to charge the listed card in accordance with the Membership Program selected by me.