



Master Services Agreement

Introduction

Master Services Agreement, what a scary term. Relax. Beyond delivering reliable computer solutions to our customers, First Call's goal is to create and maintain a satisfying business relationship for both parties. A Master Services Agreement clarifies the general rules of our relationship while also providing specific information regarding liability, insurance and adherence to industry practices. First Call and our customers should be allies working together to benefit one another, not opponents trying to overcome the other. Our focus is on developing systems, tools and people that fulfill the goods and services you need, while at the same time fostering a satisfying relationship for both organizations.

Our commitment to you – Count on us to help you make good technology decisions, solve technology problems, and deliver reliable, cost-effective solutions that make sense.

Your commitment to us – For computer networks, phone systems and websites, call First Call first and provide constructive feedback to help us serve you better.

This Master Services Agreement is made between First Call Computer Solutions ("First Call") and the customer ("Customer") identified on the signature page below:

People

Customer has access to the following First Call staff:

1. Technology Advisor
 - a. Engages, educates, informs, recommends solutions and serves Customer as an advocate in dealing with sales, client fulfillment and money issues.
2. Project and Service Coordinators
 - a. Coordinates people and product to deliver the results Customer pays for.
3. First Call Systems Engineers, Administrators and Technicians.
 - a. Engineers, administers and repairs computer and phone networks and devices to deliver the results Customer pays for.
4. Content Writer, Programmer and Graphic Designer
 - a. Writes content, programs and designs graphics to deliver websites that deliver the results Customer pays for.
5. Bookkeeper
 - a. Manages Customer invoices, accounts payable and First Call receivables for accuracy and payment performance.
6. Manager
 - a. Leads First Call's people and holds them accountable to performing their work according to First Call's standards and spirit. Door is always open to address Customer problems with the relationship.
7. Operations Assistant
 - a. Directs you to the right place when you call and provides operational support to all of First Call's departments.



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Expectations

Customer expects First Call to fulfill individual statements of work while serving them by working towards the following five standards with each opportunity:

- Equip Customer to make good technology decisions.
- Exceed Customer expectations in terms of cost, customer service, timeframes and results.
- Help Customer benefit from proactive management of existing technology.
- Impress Customer with the speed, cost and effectiveness in response to their reactive technology needs.
- Make the process and information straightforward and understandable to the Customer.

Measuring performance against expectations

First Call will meet annually with customer on or around their Network, Web or Voice Master Services Agreement anniversary to measure First Call's performance against the above described expectations.

Customer and First Call agree that there are no penalties for failing to meet these expectations other than any penalties outlined in this document, individual statements of work or dismissal.

Standard Terms and Conditions

General

Services Provided

First Call will provide Customer outsourced planning, fulfillment, maintenance, administration, support and repair of Microsoft computer networks and IP based telephone systems. First Call will provide Customer outsourced planning, fulfillment, maintenance, hosting, design, content creation, graphic design and marketing of Microsoft based websites.

Work Hours

First Call personnel hours for these Services are between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. In the event of an emergency outside of these hours, Customer may also reach First Call First Call via an answering service.

Access to Customer Premises

Customer shall provide First Call access to Customer's premises, information (software licenses, passwords, etc.) and equipment sufficient to enable First Call to perform the Services. First Call shall not be responsible for delays in performing Services due to Customer's failure to provide access or any imposed security requirements.



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Rates

First Call Computer Solutions rates are subject to change without notice. Current time and materials rates are as follows:

- Network and Voice Services: \$90.00 per hour
 - Onsite Service Minimum Charge: 1 hour
 - Remote Service Minimum Charge: 15 minutes
 - After hours: \$115.00 per hour
- In-house PC and Printer Repair Services: \$55.00 per hour
- Onsite PC and Printer Repair Services: \$90.00 per hour
- Web: (minimum charge: 15 minutes)
 - Programming: \$100.00 per hour
 - Content: \$65.00 per hour
 - Marketing: \$65.00 per hour
 - Graphic Design: \$100 per hour
 - Programming: \$100 per hour
 - Training/Consulting: \$65.00 per hour

Pricing

First Call is not liable for pricing errors. If an order is placed for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product.

Payment

Invoices are due on receipt unless otherwise noted in an individual agreement. First Call *may* assess a Late Payment Penalty of 10% of the then-current unpaid invoice amount for invoices past due more than 30 days beyond the original invoice date.

Invoice Delivery

First Call will deliver all invoices and/or statements via **electronic mail message** with an attached Portable Document Format (PDF) file image of the Invoice/Statement. Customers shall provide and maintain a valid e-mail address to receive such transmittals.

Upon customer request, papers Invoices/Statements are available through U.S. Mail and *may* be subject to an administrative fee of \$1.00/copy.

Expense Reimbursement

First Call shall be entitled to reimbursement from Customer for all "out-of-pocket" expenses incurred only with the pre-approval of Customer. "Out-of-pocket" expenses shall include, but not be limited to all related Air, Car, Hotel and Meal expenses.

Insurance



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First Call shall at all times during the term of this Agreement have and maintain motor vehicle, general liability, and worker's compensation insurance. Upon request, First Call shall provide the Customer with a copy of certificates of insurance.

Security

First Call personnel will maintain work practices that adhere to the Customer's written corporate security policies and standards that the Customer has communicated in writing to First Call personnel.

Customer Staff Contact

Customer shall provide a point of contact to assist First Call personnel in coordinating First Call efforts under this Agreement. This Customer staff person shall be available throughout the term of this Agreement. This person will also act as a central contact between First Call personnel and Customer personnel.

Customer Staff Contact Name: _____

WARRANTIES

First Call does not provide its own warranties for hardware or third party software. First Call assigns warranties, if any, provided by the manufacturer or supplier of the hardware or third party software. Except as set forth in this agreement, First Call does not offer, and specifically disclaims any warranty of its own, expressed or implied.

Services Warranty

First Call warrants that Services will be performed in a manner consistent with customary industry practices. If there is a problem with Services provided contact First Call within 30 days and First Call will provide Services anew or refund to the Customer the price charged for such non-conforming Services. Such reperformance or refund shall be Customer's exclusive remedy.

Limitation of Liability

In no event shall First Call be liable for special, indirect, incidental or consequential damages, whether for breach, negligence or other tort, strict liability or other theories of law. Without limiting the generality of the foregoing, First Call shall have no responsibility to compensate Customer for delays in or loss of use of equipment, loss or miscalculation of data, loss of revenue or increased costs, loss of facilities, loss or delays in services, or claims of Customer's clients, or other third parties to whom it provides goods or services, loss of profits or revenue, cost of substitute goods, facilities or services, downtime costs, or delays. Furthermore, First Call cannot and does not guarantee the security, availability and integrity of electronic information and/or hardware.

MISCELLANEOUS

Authorized Representatives

The signatories below represent and warrant that they are authorized by their respective organizations to enter this Agreement.



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Facsimile Execution

This Agreement may be validly executed by the signing of a facsimile copy of this Agreement.

Uncontrollable Events

Each party shall be excused from performance as a result of acts of God, war, civil disturbance, court order, labor dispute, third party nonperformance, or other cause beyond that party's reasonable control, including failure or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment. Such nonperformance shall not be a default or a ground for termination.

Confidentiality

During the course of the relationship each party may have access to information concerning the products and business of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement.

Choice of Law

This Agreement shall be governed by and construed in accordance with the law, without reference to principles of conflicts of laws, of the State of Montana.

Arbitration

All disputes between the parties arising out of or related to the Master Services Agreement shall be settled by arbitration. The arbitration shall be conducted by one arbitrator, under the auspices of the American Arbitration Association and under its current Commercial Arbitration Rules. The decision and award of the arbitrator shall be final and binding and judgment on the award so rendered may be entered in any court having jurisdiction thereof.

Term and Termination

The Master Services Agreement will commence on the Effective Date and remain in effect for the term of the relationship. Master Services Agreements made subsequent to this agreement take precedence over any and all previous agreements.

Either party may terminate the Master Services Agreement without cause by written notice to the other party.

The termination or expiration of the Master Services Agreement shall in no way relieve Customer from its obligations to pay First Call any sums accrued under the Master Services Agreement or Statement of Work prior to such termination or expiration.